



RITA G. JONSE, MAYOR
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, PLACE 3
ZINDIA PIERSON, PLACE 4
REBECCA DAVIES, PLACE 5
TODD SHANER, PLACE 6

CITY COUNCIL REGULAR MEETING AGENDA

WEDNESDAY, SEPTEMBER 20, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

CONSENT AGENDA

The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

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| 1. Consideration, discussion, and possible action to approve the City Council Minutes of the September 6, 2017, Regular Meeting. | Lluvia Tijerina,
City Secretary |
| 2. Consideration, discussion, and possible action on the acceptance of the August 2017 Departmental Reports: <ul style="list-style-type: none">• Development Services – Scott Dunlop• Police – Chief Ryan Phipps• Municipal Court – Sarah Friberg• Public Works – Mike Tuley | Thomas Bolt,
City Manager |
| 3. Consideration, discussion, and possible action on the acceptance of the unaudited August 2017 Monthly Financial Report. | Thomas Bolt,
City Manager |

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| 4. Consideration, discussion, and possible action on a lease maintenance agreement between the City of Manor and Toshiba Business Solutions. | Lydia M. Collins,
Director of Finance |
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PUBLIC HEARING

- | | |
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| 5. Conduct a public hearing on the proposed disannexation of a 7.441 acre tract, located within Travis County, Texas. | Scott Dunlop,
Planning Coordinator |
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REGULAR AGENDA

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| 6. Consideration, discussion, and possible action on a resolution for the approval and adoption of the Travis County Hazard Mitigation Plan Update. | Ryan Phipps,
Chief of Police |
| 7. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018. | Thomas Bolt,
City Manager |
| 8. Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018. | Thomas Bolt,
City Manager |
| 9. Consideration, discussion, and possible action on a professional service agreement to conduct the market study for the EntradaGlen Project. | Thomas Bolt,
City Manager |
| 10. Consideration, discussion, and possible action on the second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area. | Scott Dunlop,
Planning Coordinator |
| 11. Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035. | Scott Dunlop,
Planning Coordinator |
| 12. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards. | Scott Dunlop,
Planning Coordinator |
| 13. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines. | Scott Dunlop,
Planning Coordinator |
| 14. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations. | Scott Dunlop,
Planning Coordinator |

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| 15. Consideration, discussion, and possible action on a waiver for Lots 6 & 7, Block 6 Town of Manor, locally known as 210 W. Murray, from Manor Code of Ordinances Chapter 14 Zoning, Exhibit A Zoning Ordinance, Article III Site Development, Section 60(I)(4) Construction Plans to waive the requirement for sidewalks, as Requested by Rocio and Ricardo Velazquez, Owners of Tentaciones Fruits & Desserts. | Scott Dunlop,
Planning Coordinator |
| 16. Consideration, discussion, and possible action on a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters. | Scott Dunlop,
Planning Coordinator |
| 17. Consideration, discussion, and possible action on canceling the October 4, 2017, Regular City Council meeting. | Thomas Bolt,
City Manager |

EXECUTIVE SESSION

The City Council will now convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

Section 551.074 Personnel Matters – Municipal Court

OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I, the undersigned authority, do hereby certify that this notice of the Manor City Council was posted on this 15th day of September, 2017 by 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.

Lluvia Tijerina
City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail ltijerina@cityofmanor.org.

I certify that this public notice was removed from the bulletin board at the Manor City Hall on:

_____, 2017 at _____ am/pm by _____.

City Secretary's Office
City of Manor, Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the September 6, 2017, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

September 6, 2017, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes for the September 6, 2017, Regular Meeting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**CITY COUNCIL
REGULAR SESSION MINUTES
SEPTEMBER 6, 2017**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Mayor Pro-Tem, Place 1
Maria Amezcua, Place 2
Anne R. Weir, Place 3
Zindia Pierson, Place 4
Rebecca Davies, Place 5
Todd Shaner, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Scott Dunlop, Planning Coordinator
Lydia M. Collins, Director of Finance
Ryan Phipps, Chief of Police
Denver Collins, Captain

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, September 6, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Scott Dunlop, Planning Coordinator, led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the City Council Minutes:

- **August 16, 2017, Regular Meeting**
- **August 23, 2017, Special Called Session**

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve and adopt the City Council Minutes for the August 16, 2017, Regular Meeting; and August 23, 2017, Special Called Session. The motion carried unanimously.

PUBLIC HEARING

2. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.

The City staff's recommendation was that the City Council recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen to the October 18, 2017, City Council meeting.

Mayor Jonse opened the public hearing.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen to the October 18, 2017, City Council regular meeting. The motion carried unanimously.

3. Conduct the second public hearing on the FY 2017-2018 Proposed Annual Budget of the City of Manor, Texas.

The City staff's recommendation was that the City Council conduct the second public hearing on the FY 2017-2018 proposed annual budget of the City of Manor, Texas.

Lydia M. Collins, Director of Finance, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the job opening of a Community Development Individual that would market the City. He stated the new Community Development person would also be responsible to organize events on behalf of the City. He discussed the salary and qualifications for the position. City Manager Bolt stated the position had not been posted.

City Manager Bolt also discussed the job opening of a Municipal Judge. He stated the Municipal Judge would be able to provide the City with the issuance of warrants. He specified the new salary would not need to be budgeted and funds would be transferred from the current part-time Judge's salary. City Manager Bolt stated the position had not yet been created or posted.

Council Member Pierson inquired if the position of the Community Development Person would also do Economic Development. City Manager Bolt stated they would be involved in some Economic Development. He stated they would be involved in the filming first and the Downtown Association that is designed to promote activity for the City.

Council Member Davies inquired if the City had plans to add someone for Economic Development. City Manager Bolt explained that no one had applied for the position and stated that the job description had been created. He explained the qualifications for the position and stated the applicant would go through the hiring process. City Manager Bolt stated he would like to discuss with Council if the person would work for the City through him or would work through a contract with City Council.

Mayor Jonse inquired if the job position had been posted. City Manager Bolt stated that the position had not been posted.

Council Member Pierson inquired if the opening of the Municipal Court Judge was a full-time position. City Manager Bolt explained the current part-time positions of three (3) Judge's and how the City would like to streamline to only one part-time Municipal Judge.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to close the second public hearing on the FY 2017- 2018 proposed annual budget of the City of Manor, Texas. The motion carried unanimously.

4. Conduct the second public hearing on the FY 2017-2018 Proposed Property Tax Rate of the City of Manor, Texas.

The City staff's recommendation was that the City Council conduct the second public hearing on the FY 2017-2018 proposed property tax rate of the City of Manor, Texas.

Lydia M. Collins, Director of Finance, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt stated the proposal is for the reduction rate of .7738 to .7722 and stated it would balance the budget for FY2017-2018.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to close the second public hearing on the FY 2017-2018 proposed property tax rate of the City of Manor, Texas. The motion carried unanimously.

REGULAR AGENDA

5. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.

The City staff's recommendation was that the City Council postpone the creation of a Public Improvement District – EntradaGlen to the October 18, 2017, City Council meeting.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to postpone the creation of a Public Improvement District – EntradaGlen to the October 18, 2017, City Council meeting. The motion carried unanimously.

6. Consideration, discussion, and possible action on an ordinance amending ordinance 402 amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents.

The City staff's recommendation was that the City Council approve an ordinance amending ordinance 402, amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

City Manager Bolt explained the different Impact Fees that are being proposed by the CIP Committee and the Commercial Developer.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve an ordinance amending ordinance 402, amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents. The motion carried unanimously.

7. Consideration, discussion, and possible action on a second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

The City staff's recommendation was that the City Council postpone the second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area to the September 20, 2017, City Council meeting.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to postpone the second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area to the September 20, 2017, City Council meeting. The motion carried unanimously.

8. Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

The City staff's recommendation was that the City Council postpone the approval of entering into development agreements under Texas Local Government Code sections 212.172 and 43.035 to the September 20, 2017, City Council meeting.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to postpone the approval of entering into development agreements under Texas Local Government Code Sections 212.172 and 43.035 to the September 20, 2017, City Council meeting. The motion carried unanimously.

9. Consideration, discussion, and possible action on an ordinance repealing and replacing ordinance 447, amending Appendix A Fee Schedule, Manor Code of Ordinances, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees.

The City staff's recommendation was that the City Council approve an ordinance repealing and replacing ordinance 447, amending Appendix A Fee Schedule, Manor Code of Ordinances, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

City Manager Bolt explained the modification of fees for the Code of Ordinances.

Council Member Davies inquired about the additional towing fees. Chief of Police Phipps stated that the legal language and definitions are still being reviewed and the ordinance will be presented at a future meeting.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve an ordinance repealing and replacing ordinance 447, amending Appendix A Fee Schedule, Manor Code of Ordinances, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees. The motion carried unanimously.

10. Consideration, discussion, and possible action on a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation.

The City staff's recommendation was that the City Council approve a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation.

Chief of Police Phipps explained the grant and the program for the Manor Police Department. He explained what the funds would be used for and stated that the grant had already been approved by TXDOT.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to approve a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation. The motion carried unanimously.

11. Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook.

The City staff's recommendation was that the City Council approve the proposed changes to the City of Manor Policies and Procedures Handbook with regard to Accident/Incident Reporting, Drug & Alcohol Use Policy, Electronic Communications & Systems Access Use, Employee Status, Holidays, Longevity Pay, Sick Leave, Travel, and Vacation.

City Manager Bolt explained the changes on the City of Manor Policies.

Director of Finance Collins explained the vacation pay for the City of Manor employees.

Mayor Jonse inquired if the City had a sick leave pool that employees would donate too.

The discussion was held regarding the way the donation pool is handled and how the employees would pay back if used. Council Member Davies inquired if there was a cap to how much an employee could donate. Director of Finance Collins stated there was no cap but that the employee is cautioned on how much to donate.

Mayor Jonse inquired about the accident/incident reporting language on the policy. Director of Finance Collins explained the difference between the accident/incident reporting.

The discussion was held regarding different situations that would fall under the incident policy.

Council Member Weir inquired about the highlights and redlines additions on the policy. Director of Finance Collins explained the highlights and additions to the policy.

Council Member Pierson inquired about the longevity pay for the Police Department. City Manager Bolt explained the longevity pay for the Police Officers.

Mayor Jonse inquired about the probation status wording on the policy. Director of Finance Collins explained the wording that would be coming out of the policy.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to approve the proposed changes to the City of Manor Policies and Procedures Handbook with regard to Accident/Incident Reporting, Drug & Alcohol Use Policy, Electronic Communications & Systems Access Use, Employee Status, Holidays, Longevity Pay, Sick Leave, Travel, and Vacation. The motion carried unanimously.

12. Consideration, discussion, and possible action on renewing a service agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services.

The City staff's recommendation was that the City Council approve the agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services.

City Manager Bolt explained the services that are provided to the City employees.

The discussion was held regarding the cost of the services to the City of Manor.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve the agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services. The motion carried unanimously.

ADJOURNMENT

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to adjourn the regular session of the Manor City Council at 7:36 p.m. on Wednesday, September 6, 2017. The motion carried.

These minutes approved by the Manor City Council on the 20th day of September 2017.

APPROVE:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the August 2017 Departmental Reports.

BACKGROUND/SUMMARY:

- Development Services – Scott Dunlop
- Police – Chief Ryan Phipps
- Municipal Court – Sarah Friberg
- Public Works – Mike Tuley

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

August 2017 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the August 2017 Departmental Reports.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT
FOR
CITY OF MANOR, TX
August 1 - 31, 2017

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$11,000.00	\$252.00	
Commercial Irrigation	1	\$25,000.00	\$252.00	
Commercial Sign	1	\$8,000.00	\$645.94	
Commercial Tenant Finish-Out	2	\$25,000.00	\$4,280.00	Beer:30 and Casa Garcia
Educational Addition	1	\$0.00	\$687.00	
Residential Accessory	4	\$9,800.00	\$519.00	
Residential Electrical	1	\$22,815.00	\$107.00	
Residential Foundation Repair	2	\$11,650.00	\$194.00	
Residential Mechanical HVAC	1	\$9,679.00	\$107.00	
Residential New	54	\$10,499,578.00	\$378,395.20	
Residential Plumbing	2	\$1,400.00	\$274.00	
Totals	70	\$10,623,922.00	\$385,713.14	

Total Certificate of Occupancies Issued: 53

Total Inspections(Comm & Res): 1,133

Tom Bolt, City Manager

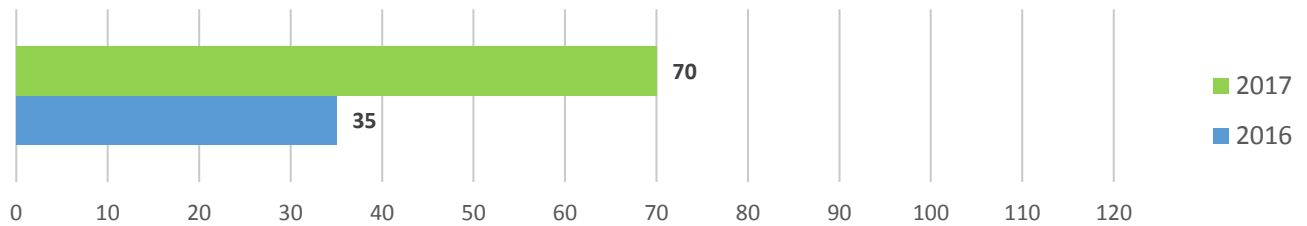




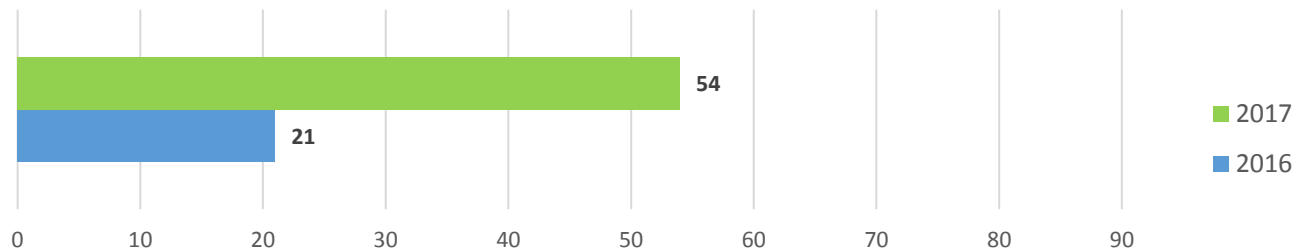
AUGUST 2017

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

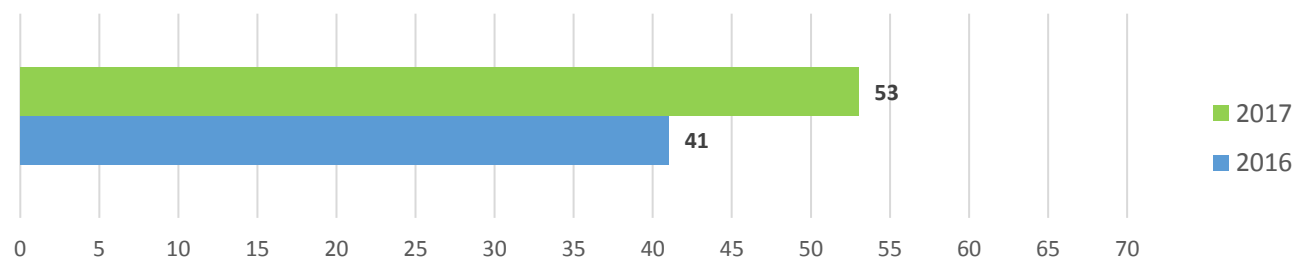
PERMITS ISSUED



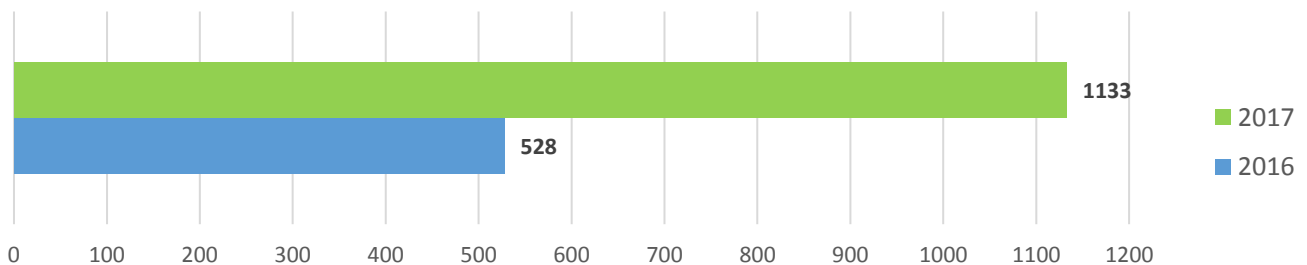
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS





Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Aug-17

Date of Meeting:

9/20/2017

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	1321	1413	6.5↓	Patrol Car Rental	
Average CFS per day	42.6	45.5	6.5↓		
Open Cases	33	20	65↑	Last Month	\$8,850
Charges Filed	61	68	10.2↓	YTD	42,746.00
Alarm Responses	39	36	8.3↑		
Drug Cases	19	26	26.9↓		
Family Violence	4	8	50↓		
Arrests Fel/Misd	12 Fel/49 Misd	5 Fel/97 Misd	Fel 140↑/Misd 49.4↓		
Animal Control	54	46	17.3↑		
Traffic Accidents	29	32	9.3↓		
DWI Arrests	7	4	75↑		
Traffic Violations	618	629	1.7↓		
Ordinance Violations	7	36	80.5↓		
Seizures	N/A	N/A	N/A		
Laboratory Submissions	15	1	1400↑		

Notes:

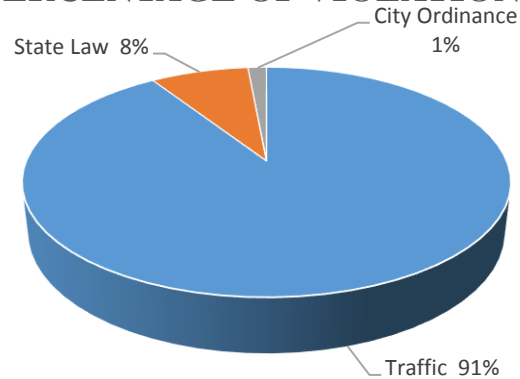
*DNA- DATA NOT AVAILABLE

City of Manor Municipal Court

AUGUST 2017

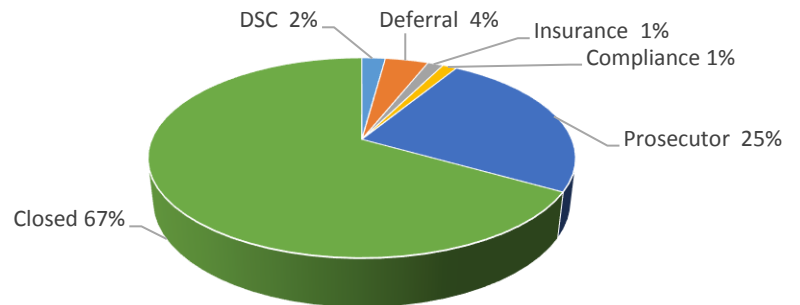
Violations Filed	Aug-17	Aug-16
Traffic	434	509
State Law	37	40
City Ord.	7	86
Total	478	635

PERCENTAGE OF VIOLATIONS



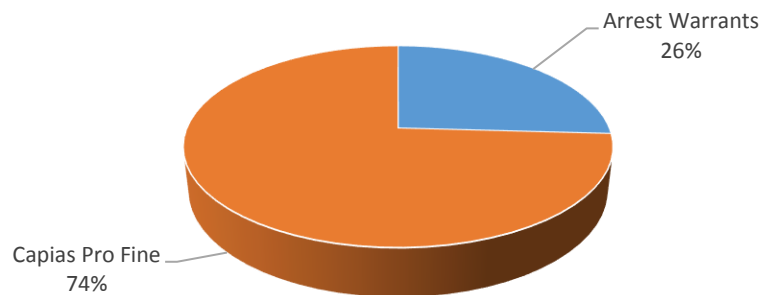
Dismissals	Aug-17	Aug-16
DSC	18	16
Deferral	33	44
Insurance	12	16
Compliance	11	20
Prosecutor	208	33
Closed	566	376
Total	848	505

PERCENTAGE OF DISMISSALS



Warrants	Aug-17	Aug-16
Arrest Warrants	65	160
Capias Pro Fine	186	75
Total	251	235

PERCENTAGE OF WARRANTS



Money Collected in August 2017

Kept By City	\$42,077.89
Kept By State	\$22,046.32
Total	\$64,124.21

Money Collected in August 2016

Kept By City	\$29,251.32
Kept By State	\$15,510.88
Total	\$44,762.20



PUBLIC WORKS DEPARTMENT August 2017 REPORT

Street and Public, Parks, and Maintenance Department

In the month of August, the Public Parks and Maintenance Department mowed all City facilities, alleys, and right of ways. They cleaned and maintained all City facilities and parks. They performed all maintenance on City vehicle's and heavy equipment. In August, the Street Department repaired streets, curbs, and signs.

Water and Wastewater Department

In August, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily.

In August, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In the month of August, 10 percent of the water we supplied to our residents was from our wells, and we purchased 90 percent from EPCOR and Manville WSC. In August, the estimated population of residents in the City of Manor is 9,940. Estimated Population for Shadowglen is 2,639 residents.

Subdivision Inspection

- Street Inspection- 0
- Water Inspection- 12
- Wastewater Inspection- 18



Streets and Parks Monthly Report August 2017

8-1-2017/8-31-2017 Daily Duties and Projects

8-1-2017- The City of Manor has now acquired Bell Farms park and pond under our maintenance plan. After an assessment of the land and park, there were multiple changes we have made to ensure safety. City staff added two additional sidewalks to both playgrounds to allow handicap access. We have also tilled all playground surfacing, trimmed multiple hazardous trees, and repaired all irrigation.

8-2-2017- The Streets Department repaired a road failure on John Nagle St. The crew repaired road failure on East Murray Ave. (2 tons)

8-3-2017- City Staff sod cut all granite trail edges at Bell Farms park trail to re-establish the walking trail.

8-7-2017- The City mechanic has been working on a steel pipe rack for the Water Department to store all water and wastewater pipes. This will allow the pipes to be safely off the ground and stored in an organized manner.

8-7-2017- The Streets division built a 23'x15' concrete slab to hold the steel pipe rack. The slab took 4.26 yards (256/ 60-pound bags). They did a great job!

8-14-2017- The Streets division filled in multiple low areas of road base around town that were caused by large trucks.

8-15-2017- Half Associates presented two concept plans to the Parks Board Committee on the future park behind Ramos Restaurant. The presentation gave the Parks Board members a vision on which route to take.

8-16-2017- City staff spent many hours at Bell Farms pond removing algae that were recently sprayed and needed to be removed.

8-18-2017- The Streets Department went all through Hamilton Point and added all new stop bars to the stop signs. The stop bars were painted and coated with glass beads for visibility at night. A total of 13 new stop bars were added.

8-22-2017- The Streets division had multiple areas on Bois D Arc road that needed to be filled in with asphalt. Heavy trucks and increased traffic flow have caused the road to separate. Immediate action was taken. 3 tons of asphalt was used to fill in the separated asphalt.

8-23-2017- The City owns a machine called a crack sealer. The purpose of the crack sealer is to fill in cracks in the asphalt and to prevent water to penetrate through the subgrade, which can cause road failure in the future. In the past, it took one employee on the gun, one with a squeegee, and another with a tank of water to cool off the sealer to allow traffic to pass over. A \$50.00 piece called a disc at the end of the gun



allows one employee to do the work of two and eliminates the employee with the squeegee. The Streets division is crack sealing twice as fast.

8-24-2017- City staff has begun to install blue reflectors in the middle of the road at every fire hydrant. This will allow the Fire Department and City staff to locate all hydrants in case of an emergency.

8-25-2017- City staff spent 2 full days clearing debris and trimming trees on Lexington Street by the railroad tracks. There has been much improvement in the appearance and has also kept drainage ditch free of debris.

8-26-2017- The Streets division is now stamping all new signs that are installed with current dates, so we can get a gauge of longevity. (How long are signs lasting?)

8-26-2017- All City employees in the Public Works Department prepared for the worse while Hurricane Harvey approached. City staff did a great job on being proactive.

Certifications and Classes

Congratulations to Mr. Frank Salinas! He obtained his Irrigation Technician License IT# 5855. 3 City employees have attended a Streets Asphalt class in San Marcos, TX. The class reviewed on different types of asphalt materials and what materials cities are using to avoid cracking and rutting. The employees learned about a new asphalt called super-pave, specifically for trash truck routes.

Inspections /New Subdivision Walkthroughs and Pre-con meetings

On all new subdivisions, the City will receive a 2-year warranty on all asphalt, sidewalks, curbs, and gutters.

8-7-2017-Stonewater Phase 8/ This phase will have 50 lots.

*The **Mowing crew** who is comprised of 3 members are maintaining all City owned properties. The properties are cut every 2 weeks during the growing season. Mowing season will usually last from April through September. Schedules are due to change in hot summers, (like this summer) due to grass burning up in the heat.

*The **Projects crew** is comprised of 2 members. They are responsible for maintaining Jennie Lane Park, City Hall, Police Department, Maintenance Yard, Bell Farms Pond, and Bell Farms Park. These properties are cut every week to maintain the pristine look.



Water Monthly Report August 2017

For the month of August, the Water Department had 27 service calls, 8 repair jobs, 9 maintenance jobs, installed 159 new digital meters in Wildhorse Creek subdivision, 12 inspections, and flushed all dead-end mains.

Service calls include: low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, connect water services, and meter change outs.

Repair Calls:

109 E. Boyce - Replaced a 3/4 water service line leak to meter by FZ, JN, CD 8-1-17.
11507 Morgan's Point- Meter leak- Replaced meter washers reading-772 notified customer by RM, TM 8-2-17.
106 E. Burton - Meter leak - Replaced meter seals. Notified customer by RM, JN 8-7-17.
309 S. Burnet - Repaired a 3/4 service line leak by FZ, TM, CD 8-9-17.
10400 West US HWY 290- Repaired a broken 2" water main replaced 15 ft. of 2" main by JT, FZ, JN, JR 8-28-17.
16725 Trevin Cove- Replaced broken curb stop by TM, JN 8-30-17.
16721 Trevin Cove- Replaced a broken curb stop by TM, JN 8-30-17.
11609 Marshall- Replaced broken curb stop by TM, JN 8-30-17.

Maintenance:

310 S. Burnet - Called locates for leak by JN 8-4-17.
City Yard - Washed City vehicles by RM, JN, TM, CD 8-4-17.
Crossroads meter vault on Tower Ln - Pumped rain water out of vault so we can read meter by FZ, TM 8-8-17.
Duett's Tire Shop in alley - Located utilities for Bluebonnet Electric to set new pole by JT 8-9-17.
510 N. Burnet - Called line locates so we can repair a water service leak by RM 8-14-17.
302 E. Parsons - Located the water meter on empty lot by JT, FZ 8-17-17.
309 S. Burnet - Covered and cleaned up from leak repairs by FZ, JN 8-18-17.
10400 West US HWY 290- Called locates to repair 2" small water main break by RM 8-22-17.
Walter Vaughn and Strata - Flow test hydrant with Capital Hydrant LLC (Rob Stephenson) by JT, RM 8-31-17.

Inspections:

Stonewater Section 8 - Walked thru inspection with DNT Construction and City Engineer by JT, RM, TM 8-2-17.
Stonewater Section 8 - Checked all valves, hydrants and curb stops with DNT Construction by JT, RM, TM 8-2-17.
3 Inspections at Presidential Heights Section 2 - Water main and services by CRU Construction by JT, RM 8-2-17, 8-3-17, 8-4-17.
Stonewater Section 8 - Punch list inspection by JT, AV 8-8-17.
6 Inspections at Presidential Heights section 2 - Density test trenches by JT, RM 8-14-17, 8-15-17, 8-17-17, 8-18-17, 8-23-17.



Wastewater Monthly Report August 2017

For the month of August, the Wastewater Department had 2 service calls, 20 maintenance jobs and 18 inspections.

Service Calls:

208 E. Burton - Sewer clog - Jetted sewer service and cleared. Notified customer by FZ, TM 8-3-17.

106 E. Parsons- Sewer clog – Meter leak on customer side. There was no sewer clog. Notified customer by FZ, JN 8-31-17.

Maintenance:

WWTP - Received truck load of alum 4,000 gallons by JR 8-1-17.

WWTP- Cleaned alum line from storage tank to day tank by FZ, JN 8-1-17.

Capitol Bearing- Picked 2" blue hose for backwash pump in sand filter by FZ 8-2-17.

Carrie Manor and San Marcos in alley - Jetted wastewater main. Cleared by JT, TM, CD 8-2-17.

HWY 290 East of FM 973 - Weed eat around Manholes by TM, FZ 8-4-17.

Carrie Manor (West side Lexington to Lampasas St) - Weed eat around wastewater manhole in alley by TM, FZ 8-4-17.

Bell Farms Lift Station – Pump number 1 was stopped up - Pulled pump and cleaned rags by JT, FZ, CD 8-7-17.

Bell Farms Lift Station - Cleaned grease and rags from lift station by JT, RM 8-8-17.

Stonewater Lift Station - Filled fuel tank on Generator by JN, TM 8-8-17.

WWTP- Changed cl3 bottle 150 lbs. by JR, RM 8-9-17.

Bell Farms Lift Station - Replaced pump start float in lift station by JT, RM 8-9-17.

Cleaned grease and rags from the following Lift Stations: Stonewater, Presidential Glen- Hwy 290, Carriage Hills- Old Hwy 20, Bell Farms - Old Hwy 20, Wildhorse Creek - Athens St., WWTP behind Lions Club by JT, RM 8-10-17.

302 E. Parsons - Located the wastewater clean out (replaced clean out cap and lid) on empty lot by JT, FZ 8-17-17.

WWTP- Greased sand filter bridge by JR, RM 8-21-17.

WWTP- Blew out center well in clarifier by JR 8-25-17.

Inspections:

4 inspections at Presidential Heights phase 2 - Wastewater main, manholes, and services by CRU Construction by JT, RM 8-1-17, 8-2-17, 8-3-17, 8-4-17.

Presidential Heights phase 2 - Density test on wastewater main and service trenches by CRU Construction by RM 8-4-17.

Stonewater Section 8 - Punch list inspection by JT, AV 8-8-17.

Presidential Heights Section 2 - Density test trenches by JT, RM 8-14-17.

5 inspections at Presidential Glen Phase 7 - Wastewater mains and services by JT, RM 8-16-17, 8-17-17, 8-18-17, 8-21-17, 8-22-17.

6 inspections at Presidential Heights phase 2 - Deep wastewater main and manhole and services by CRU Construction by JT, RM 8-21-17, 8-22-17, 8-23-17, 8-24-17, 8-25-17, 8-31-17.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the unaudited August 2017 Monthly Financial Report.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

August 2017 Monthly Financial Report

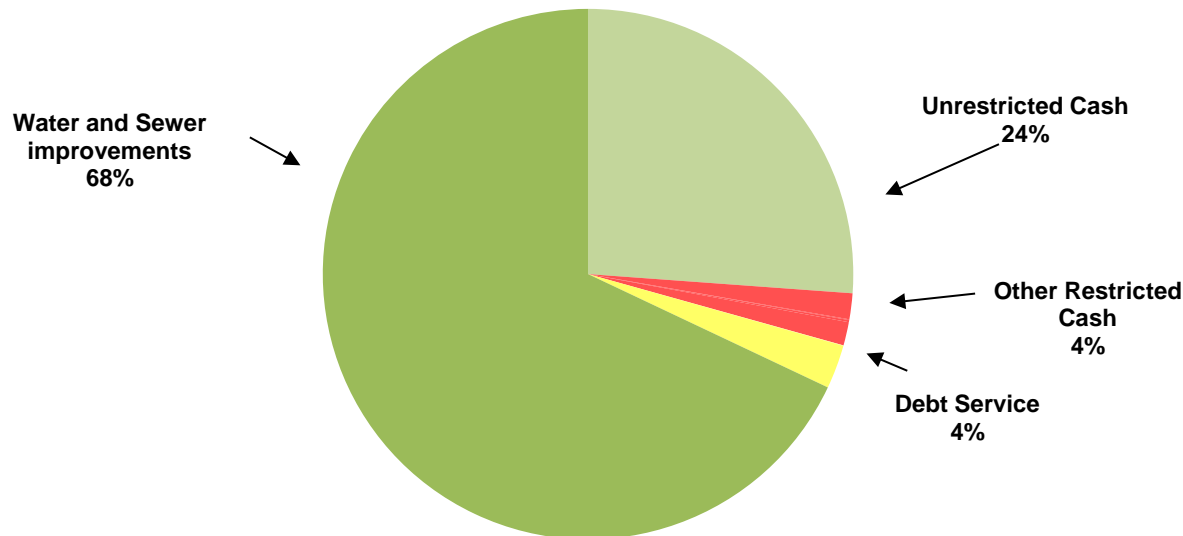
STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the unaudited August 2017 Monthly Financial Report.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As of August 2017**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 2,741,556	\$ 5,845,078			\$ 188,941	\$ 8,775,574
Restricted:						
Tourism				527,712		527,712
Court security and technology	16,424					16,424
Rose Hill PID				43,038		43,038
Customer Deposits		479,680				479,680
Park	8,501					8,501
Debt service			894,964			894,964
Capital Projects						
Water and sewer improvements		17,614,591		5,191,571		22,806,162
TOTAL CASH AND INVESTMENTS	\$ 2,766,481	\$ 23,939,350	\$ 894,964	\$ 5,762,320	\$ 188,941	\$ 33,552,056



Overview of funds:
\$ 78,493.86 sales tax collected
GF is in a favorable status.
UF is in a favorable status
DSF is in a favorable status
CIP Fund is in a favorable status



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Lydia M. Collins, Director of Finance

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a lease maintenance agreement between the City of Manor and Toshiba Business Solutions.

BACKGROUND/SUMMARY:

Contract with Toshiba for a multi-use machine for Municipal Court.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a lease maintenance agreement between the City of Manor and Toshiba Business Solutions.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

**LEASE WITH MAINTENANCE AGREEMENT****TOSHIBA**

FINANCIAL SERVICES

The words **Lessee, you, and your** refer to the customer. The words **Lessor, we, us and our** refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: CITY OF MANOR

Fed. Tax ID #:

Contact Person: Lydia Collins

Bill-To Phone: (512) 272-5555

Bill-To Fax:

Billing Address: 105 EGGLESTON ST

City, State-Zip: Manor, TX 78653

Equipment Location:
(if different from above)

City, State-Zip:

TBS LOCATION

Contact Name: Tom Knotek

Subsidiary Location:

Toshiba Business Solutions TX

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION

SERIAL NUMBER

STARTING METER

1. ES3005AC, MR3031, MJ1042, GD1370, STAND5005

2.

3.

LEASE TERM & PAYMENT SCHEDULENumber of Payments: 60 of \$ 195.49 * Security Deposit: \$ - ☐ Received (plus applicable taxes)

Payment includes: 3,685 B&W Images Per Month - Excess Images at \$0.01040 Per B&W Image

Payment includes: 1,000 Color Images Per Month - Excess Images at \$0.04540 Per Color Image

Payment includes: Scan Images Per Month - Excess Images at Per Scan Image

Payment includes: Black Print Images Per Month - Excess Images at \$- Per Black Print Image

Payment includes: Color Print Images Per Month - Excess Images at \$- Per Color Print Image

Excess Images Billed: ☐ Monthly ☒ Quarterly Lease payment period is monthly unless otherwise indicated.

Documentation Fee: \$75.00 (included in First Invoice)

☐ See Attached form (Schedule "A") for Additional Equipment**End-of-Lease Options:**

You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value
2. Renew the Lease per section 16
3. Return Equipment

* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**LESSOR ACCEPTANCE**

Toshiba Financial Services

Signature: X

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:

Signature: X

Title:

Date:

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:

Signature: X

Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service maintenance agreement.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Image Charges:** Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the lease Payment and/or the Excess per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the Lease payment and/or the Excess per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease payments and Excess per Image Charges without deductions or withholding deductions.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf. (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under this Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights hereunder or any Equipment subject to this Lease without our prior written consent.
19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.
23. **TBS OBLIGATIONS FOR MAINTENANCE AND SUPPLIES**
- a. TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If service is provided at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
- b. Except as provided below, TBS will replace all covered parts, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
- c. If you are in default under this Lease, TBS has the right to deny performing any service and/or supplying any products.
- d. Under this Lease, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
- e. Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Agreement. You must purchase paper and staples separately.
- f. Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name _____ DBA Name (If Any) _____
	Billing Address _____ Phone Number _____
	City _____ County _____ State _____ Zip Code _____
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____



AGENDA ITEM NO. 5

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the proposed disannexation of a 7.441 acre tract, located within Travis County, Texas.

BACKGROUND/SUMMARY:

In order to align the phases of Lagos and not have phases or individual lots in 2 jurisdictions, the developer has coordinated an ETJ swap between Manor and Austin. Manor is releasing 7.441 acres of its city limits to Austin and Austin is releasing 27.301 acres of their ETJ to Manor. These alignments put everything North of the proposed Wildhorse Connector in Manor and everything South in Austin's ETJ. This is a public hearing for the swap. At the meeting on October 18th an interlocal agreement with Austin coordinating the swap will be heard as well as the Ordinance disannexing 7.441 acres.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Disannexation ordinance
Boundary Exhibit
Exhibit C&D

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the public hearing on the proposed disannexation of a 7.441 acre tract, located within Travis County, Texas.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, DISANNEXING A 7.441 ACRE TRACT, LOCATED WITHIN TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; DISANNEXING CERTAIN PROPERTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (the “City”), is a home rule municipality authorized by the Texas Local Government Code, Section 43.142 to disannex an area lying within the City in accordance with the City’s Charter; and

WHEREAS, the City desires that certain property be disannexed from the corporate territorial limits of the City; and

WHEREAS, the City’s Charter, Article I, Section 1.07 provides that the City may disannex an area after a public hearing; and

WHEREAS, a separate public hearing was conducted prior to consideration of this Ordinance in accordance with the City’s Charter; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City and the subject property proposed to be disannexed not more than twenty (20) nor less than ten (10) days prior to the public hearings; and

WHEREAS, the City Council has determined that the disannexation of the subject property is in the interest of both the City and citizens of the City of Manor, Texas;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Disannexation. That the following described subject property is hereby disannexed from the corporate limits of the City of Manor; and discontinued as a part of the City of Manor so that the same will no longer be a part of the City of Manor for any purpose whatsoever, said subject property being more particularly described in Exhibit “A” attached hereto and incorporated herein as if fully set forth.

Section 3. Relinquishment of Rights. The City of Manor hereby relinquishes any and all right, jurisdiction or control over the above-described subject property.

Section 4. Service Plan. That the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

Section 5. Official Map and Boundaries. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property from the city limits of Manor, Texas.

Section 6. Intent. It is not the intent of the City Council, by the approval and adoption of this Ordinance that the City disannex any other property other than the subject property described in Exhibit "A".

Section 7. Severability. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent with or in conflict with the terms and provisions contained herein are hereby repealed only to the extent of such conflict.

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

PASSED AND APPROVED on this 18th day of October 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

EXHIBIT “A”

LEGAL DESCRIPTION
7.441 ACRES OF LAND

7.441 acres of land located in the Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas, being a portion of that certain 675.6978 acres tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas; said 7.441 acres being more particularly described as follows:

COMMENCING, at a found iron rod located in the southwesterly right of way line of Blake Manor Road, and same being the northeasterly line of said 675.6978 acres tract;

THENCE, North 29deg 04' 06" West, along the southwesterly right way line of Blake Manor Road, a distance of 84.27 feet to the **POINT OF BEGINNING** of the herein described tract:

THENCE, into the said 675.6978 acres tract, the following courses;

South 58deg 28' 06" West, a distance of 8.15 to a point;
Southwesterly, along the arc of a curve to right having a radius of 3755.00 feet, a central angle 24deg 32' 35", an arc length of 1608.48 feet and chord bearing: S 70deg 44' 23" W, 1596.21 feet, to a point;
South 83deg 00' 41" West, a distance of 34.14 to a point;
North 61deg 50' 31" East, at a distance of 1612.86 passing the southwesterly right of way of Blake Manor Road, and crossing the Blank Manor Road, a total distance of 1675.25 feet, to a point located in the northeasterly right of way line of Blake Manor Road;

THENCE, South 30deg 17' 40" East, along the northeasterly right of way line of Blake Manor Road, a distance of 254.92 feet, to a point;

THENCE, South 58deg 28' 06" West, crossing the Blake Manor Road, a distance of 67.90 to the **POINT OF BEGINNING** and containing 7.441 acres (324,124 square feet) of land, more or less.

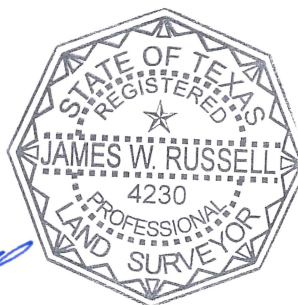
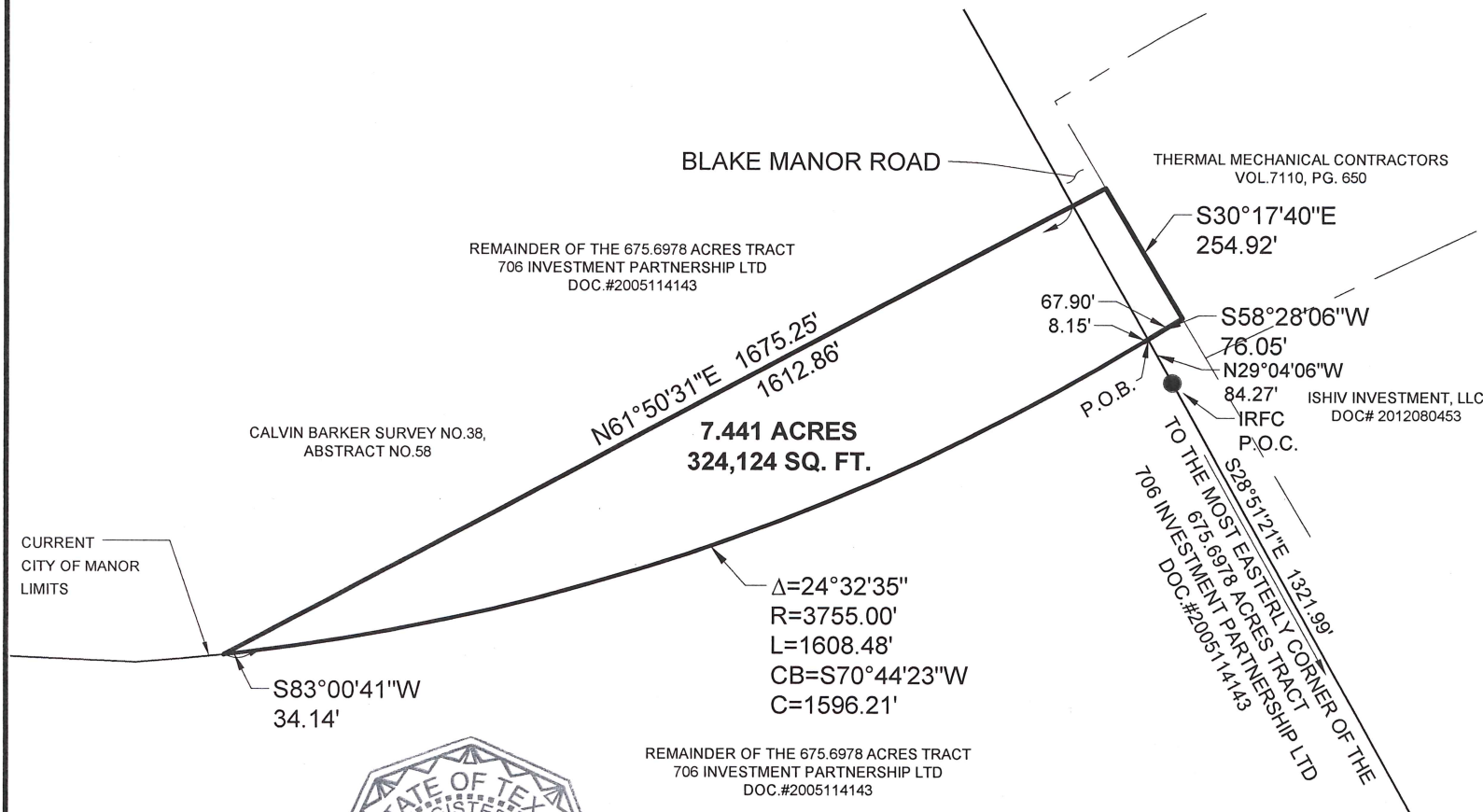
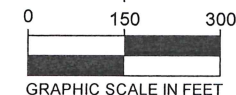
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

James W. Russell
12/20/16

James W. Russell
Registered Professional Land Surveyor No. 4230
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
jim.russell@kimley-horn.com
TBPLS Firm No. 10193973





James W. Russell
12/20/16

JAMES W. RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4230
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
jim.russell@kimley-horn.com

NOTES:

1. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = 1/2" IRON ROD W/ "KHA" CAP FOUND

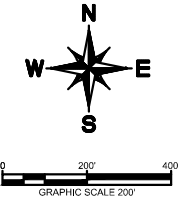
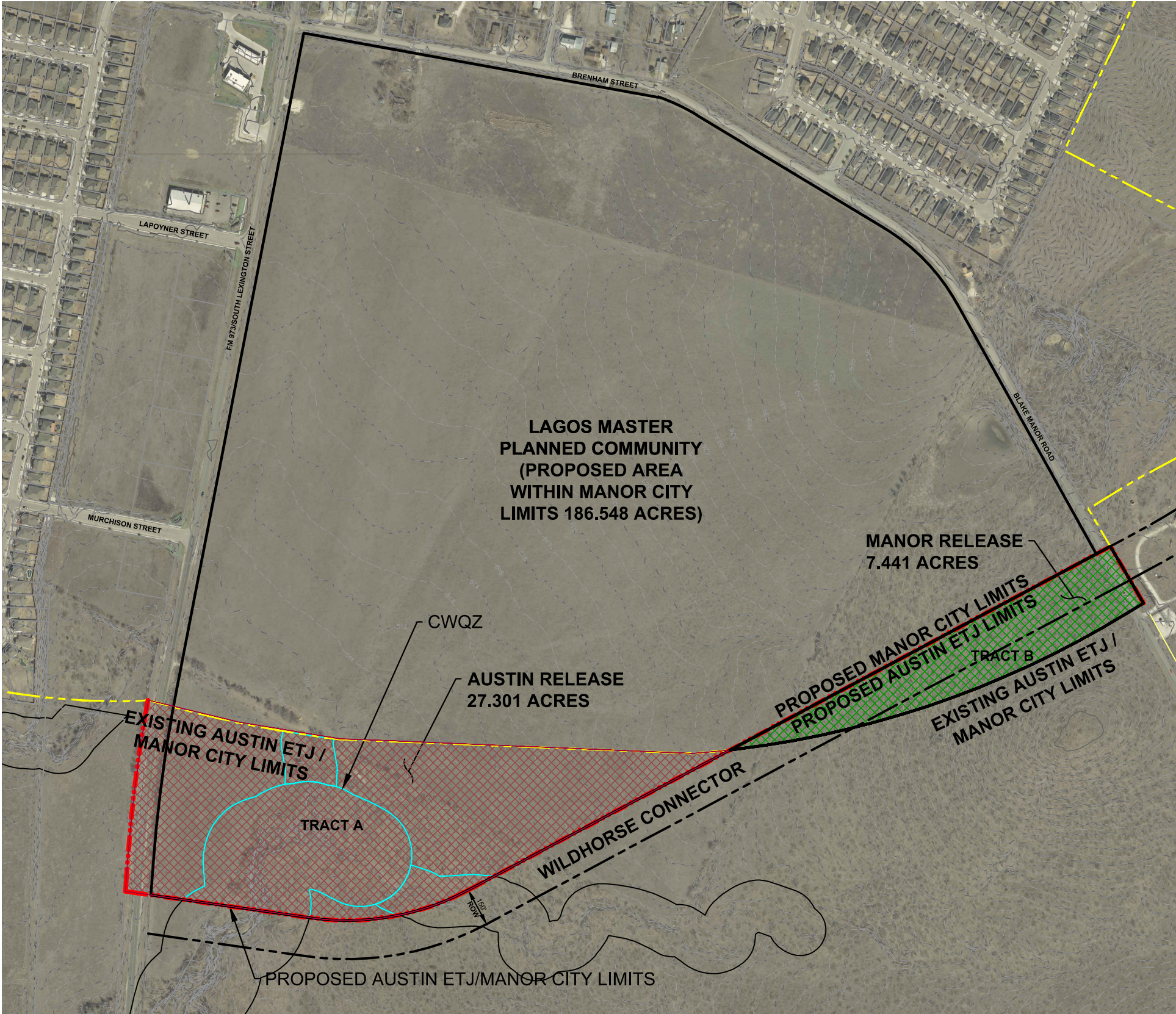
Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	MAV	JWR	12/19/ 2016	069241722	1 OF 1



LEGEND

EXISTING AUSTIN ETJ/ MANOR CITY LIMITS

PROPOSED AUSTIN ETJ/ MANOR CITY LIMIT

LAND DATA TABLE

PROPOSED AREA WITHIN MANOR CITY LIMITS

186.548 ACRES

PROPOSED MANOR RELEASE

7.441 ACRES

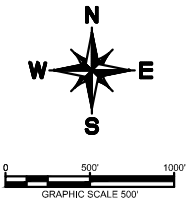
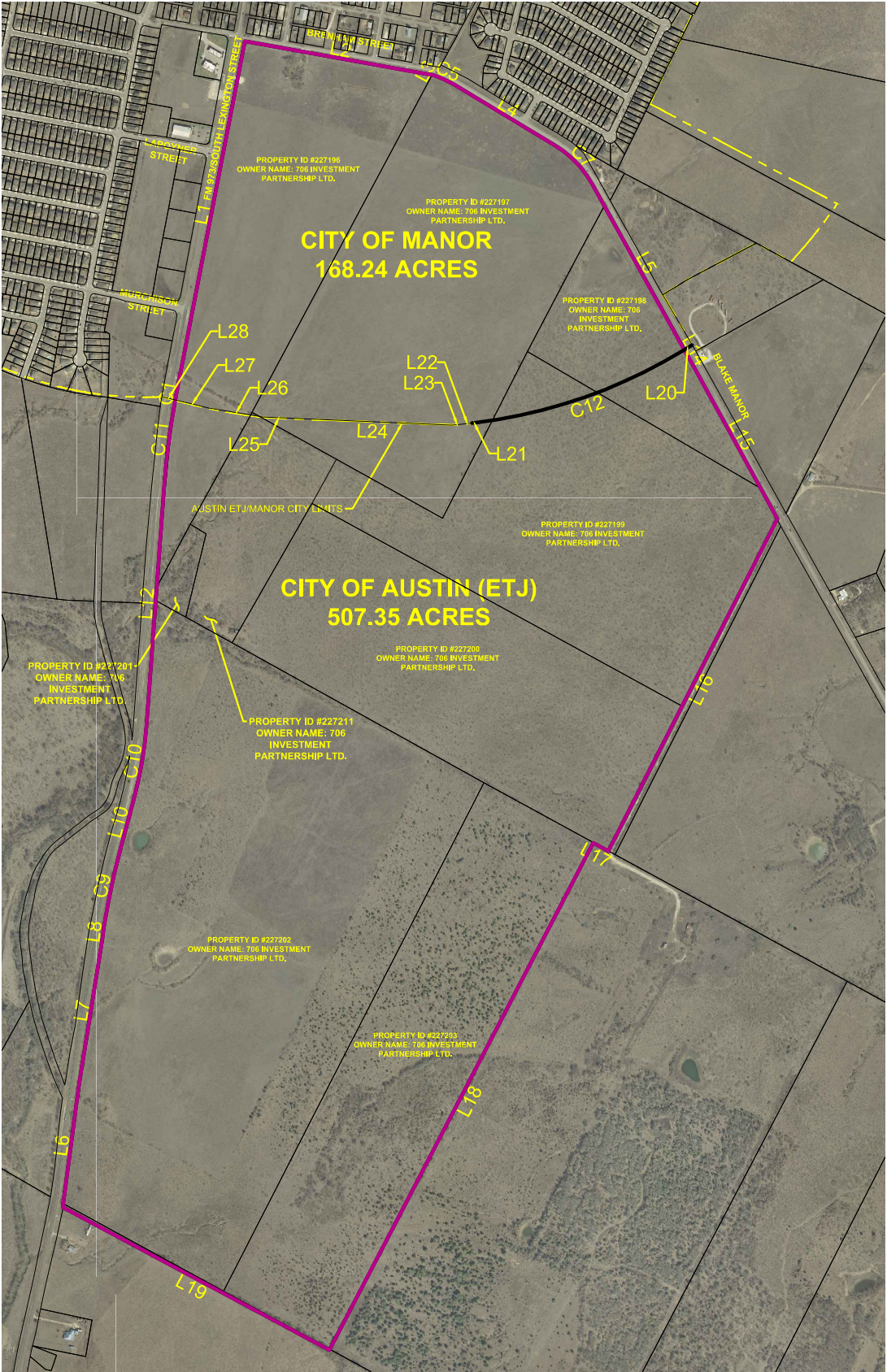
PROPOSED AUSTIN RELEASE

27.301 ACRES

SHEET NUMBER	LAGOS MASTER PLANNED COMMUNITY CITY OF AUSTIN & CITY OF MANOR	CITY LIMITS EXHIBIT	K-H PROJECT 069241720	DATE NOVEMBER 2015	SCALE: AS SHOWN	DESIGNED BY: RJS	DRAWN BY: JDR	CHECKED BY: RJS	Kimley»Horn				No.	REVISIONS	DATE	BY
									© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1781 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928							

Plotted By: Rogers, Jeremy Date: August 01, 2017 04:45:16pm File Path: K:\AUS_CIV\069241720_Lagos\Draw\Exhibits\Concept_Plan - New Boundary\Overall City Limits Exhibit-Existing.dwg

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LINE TABLE		
LINE	LENGTH	BEARING
L1	2606.93	N10°57'48.45"E
L2	1399.48	S79°43'02.45"E
L3	1.68	N28°30'18.29"E
L4	851.55	S58°53'30.02"E
L5	1375.57	S29°04'19.40"E
L6	895.74	N7°32'23.00"E
L7	1091.29	N9°03'41.82"E
L8	78.30	N7°08'46.41"E
L10	373.98	N15°01'46.32"E
L12	1776.68	N4°16'00.09"E
L14	83.77	S29°04'19.40"E
L15	1322.07	S28°50'57.77"E
L16	2721.00	S28°57'45.35"W

LINE TABLE		
LINE	LENGTH	BEARING
L17	125.76	N61°02'38.53"W
L18	4168.49	S27°28'06.84"W
L19	2204.82	N61°46'57.68"W
L20	76.05	S58°28'05.60"W
L21	34.14	S83°00'40.69"W
L22	66.07	S84°14'57.62"W
L23	82.54	S85°08'30.99"W
L24	1148.51	N87°34'48.76"W
L25	225.56	N87°44'52.04"W
L26	398.47	N80°30'13.04"W
L27	256.24	N76°23'26.04"W
L28	100.30	N76°23'26.04"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	5679.58'	60.51'	N10°43'36"E	60.51'	0°36'38"	30.26'
C5	785.51'	164.86'	S64°54'15"E	164.56'	12°01'30"	82.73'
C7	785.51'	408.82'	S43°58'55"E	404.22'	29°49'11"	209.15'
C9	5679.58'	583.54'	N12°03'08"E	583.29'	5°53'12"	292.03'
C10	2914.60'	547.65'	N9°38'50"E	546.84'	10°45'57"	274.63'
C11	5679.58'	604.60'	N7°22'19"E	604.32'	6°05'57"	302.59'
C12	3755.00'	1606.48'	S70°44'23"W	1596.21'	24°32'35"	816.77'

CITY OF AUSTIN DEVELOPMENT ASSESSMENT CASE #CD-2015-0007

LAGOS MASTER
PLANNED COMMUNITY
CITY OF AUSTIN & CITY OF MANOR

SHEET NUMBER

EXISTING
CITY LIMITS ADJUSTMENT
EXHIBIT

K-H PROJECT
069241720


DATE
NOVEMBER 2015

SCALE: AS SHOWN

DESIGNED BY: RUS

DRAWN BY: JDR

CHECKED BY: RUS



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10814 JULYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512.441.4180
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

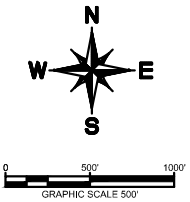
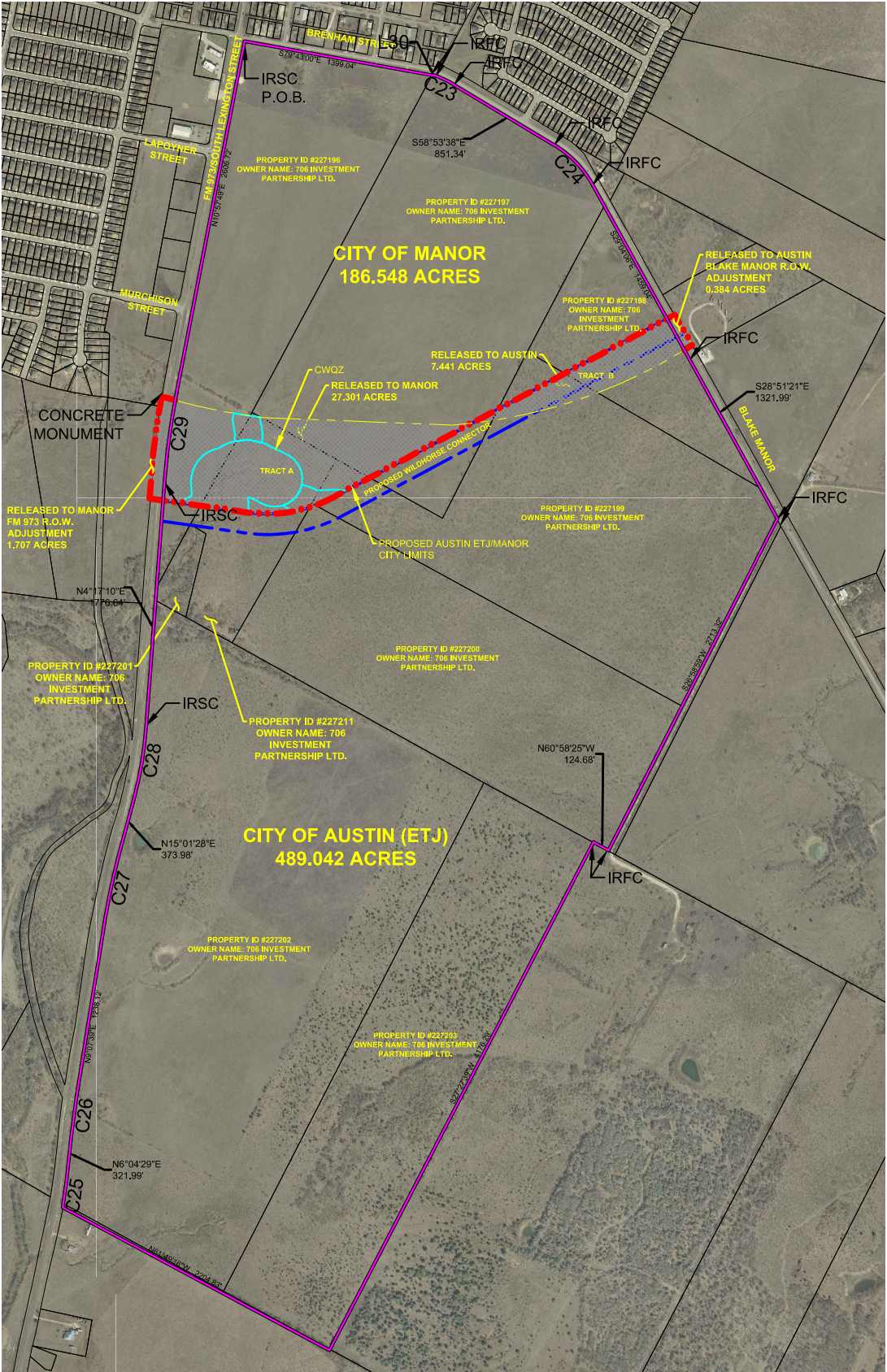
REVISIONS

DATE

BY

Plotted By: Rogers, Jeremy. Date: August 01, 2017. 04:46:54pm. File Path: k:\AUS_Civil\069241720 Lagos\Draw\Exhibits\Concept Plan - New Boundary\Overall City Limits Exhibit-PROPOSED.dwg

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LEGEND

--- EXISTING AUSTIN ETJ/MANOR CITY LIMITS

--- PROPOSED AUSTIN ETJ/MANOR CITY LIMITS

LINE TABLE		
NO.	BEARING	LENGTH
L30	N27°58'57"E	1.64'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C23	12°02'09"	785.51'	165.01'	S64°48'28"E	164.70'
C24	29°49'04"	785.51'	408.79'	S44°01'37"E	404.20'
C25	4°01'37"	2914.79'	204.86'	N08°03'07"E	204.82'
C26	3°01'58"	5679.58'	300.64'	N07°36'01"E	300.60'
C27	5°53'12"	5679.58'	583.54'	N12°02'49"E	583.28'
C28	10°46'40"	2914.60'	548.26'	N09°38'09"E	547.45'
C29	6°42'21"	5679.58'	664.73'	N07°39'57"E	664.35'

Jurisdictional Boundary Adjustment Table	
Lagos Master Planned Community Total Acreage	675.590
Existing Area Table	
Portion of Lagos in City of Manor	168.240
Portion of Lagos in City of Austin	507.350
Total Area	675.590
Proposed Area Table	
Portion of Lagos in City of Manor	186.548
Portion of Lagos in City of Austin	489.042
Total Area	675.590
Proposed Right-of-Way Adjustment Area Table	
Portion of Blake Manor R.O.W. released to City of Austin	0.384
Portion of FM 973 R.O.W. released to City of Manor	1.707

CITY OF AUSTIN DEVELOPMENT ASSESSMENT CASE #CD-2015-0007

K-H PROJECT 069241720	DATE NOVEMBER 2015	SCALE: AS SHOWN	DESIGNED BY: RJS	DRAWN BY: JDR	CHECKED BY: RJS	REVISIONS	No.	DATE	BY								
LAGOS MASTER PLANNED COMMUNITY CITY OF AUSTIN & CITY OF MANOR						PROPOSED CITY LIMITS ADJUSTMENT EXHIBIT											
SHEET NUMBER						Kimley»Horn											
						© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 10814 CULTEVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-416-4100 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928											

LEGAL DESCRIPTION
27.301 ACRES OF LAND

27.301 acres of land located in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas, being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas; said 27.301 acres being more particularly described as follows:

COMMENCING, at a found iron rod located in the easterly right of way line of F.M. 973 (100' R.O.W.), and same being the westerly line of that certain 13.34 acre tract conveyed to the Board of Trustees of the Manor Independent School District, as recorded in Document No. 2015151286, Official Public Records of Travis County, Texas;

THENCE, South 10deg 43' 44" West, along the common boundary line of said 13.34 acre tract and the easterly right of way line of F.M. 973, a distance of 57.48 feet to the **POINT OF BEGINNING** of the herein described tract:

THENCE, leaving the easterly right of way line of F.M. 973 and along the said 13.34 acre tract, the following courses:

South 76deg 23' 26" East, a distance of 256.24 to a point;
South 80deg 30' 13" East, a distance of 398.47 to a point;
South 87deg 44' 52" East, a distance of 225.56 to a point;

THENCE, into the said 675.6978 acre tract, the following courses:

South 87deg 34' 49" East, a distance of 1,148.51 to a point;
North 85deg 08' 31" East, a distance of 82.54 to a point;
North 84deg 14' 58" East, a distance of 66.07 to a point;
South 61deg 50' 31" West, a distance of 1,153.63 to a point;
Southwesterly, along the arc of a curve to right having a radius of 1,000.00 feet, a central angle 36deg 16' 07", an arc length of 633.01 feet and chord bearing: S 80deg 00' 08" W, 622.49 feet, to a point;
North 81deg 51' 49" West, a distance of 626.86 to a point located in the easterly right of way line of F.M. 973;

THENCE, North 81deg 51' 49" West, crossing F.M. 973, a distance of 99.95 to a point located in the westerly right of way line of F.M. 973;

THENCE, along the westerly right of way of F.M. 973, the following courses:

North 04deg 14' 38" East, a distance of 124.58 to a point;
Northeasterly, along the arc of a curve to right having a radius of 5,779.58 feet, a central angle 06deg 11' 17", an arc length of 624.21 feet and chord bearing: N 07deg 22' 10" E, 623.91 feet, to a point;

THENCE, South 76deg 23' 26" East, crossing the F.M. 973, a distance of 100.30 to the **POINT OF BEGINNING** and containing 27.301 acres (1,189,220 square feet) of land, more or less.

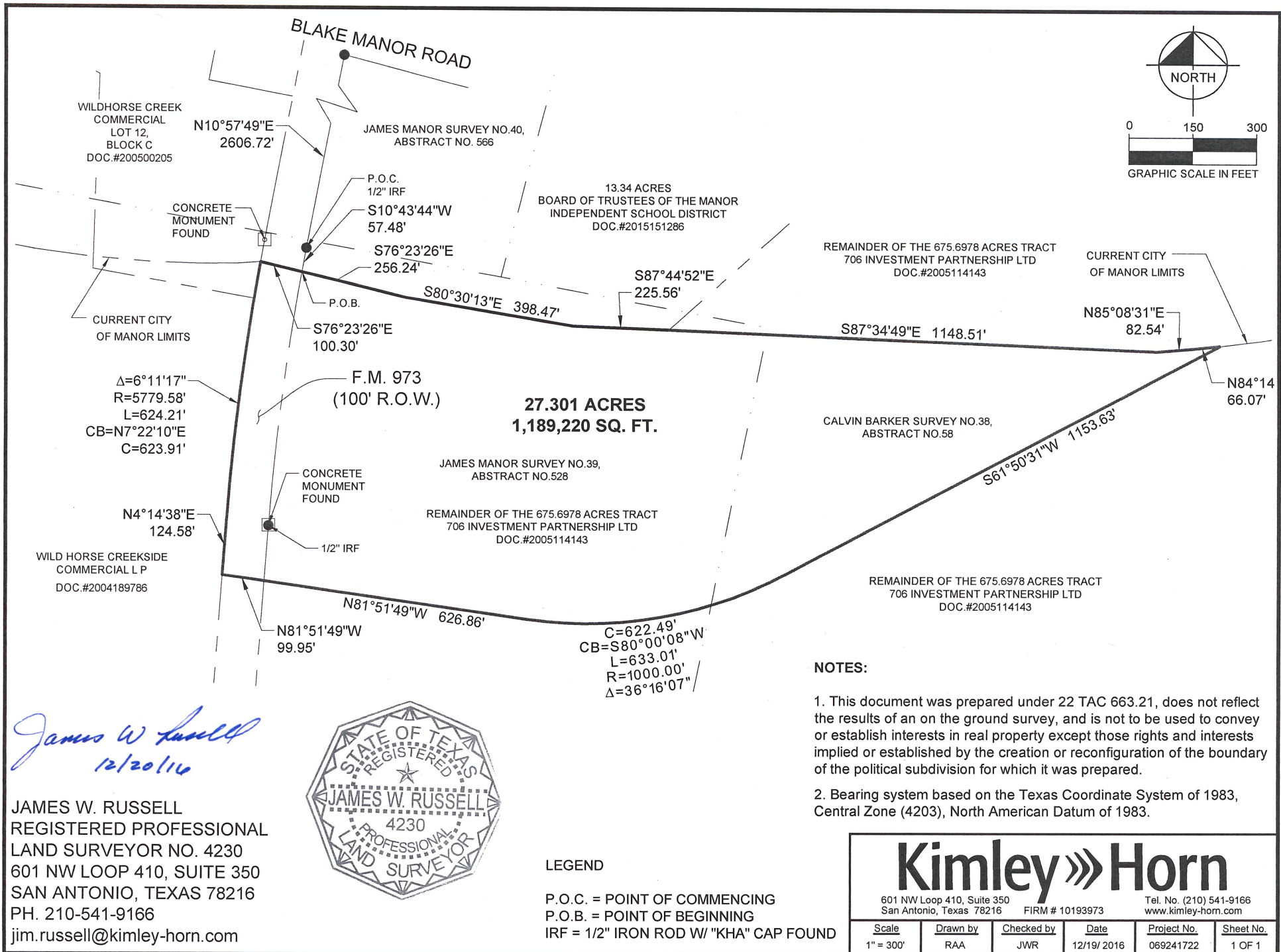
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

James W. Russell 12/20/16

James W. Russell
Registered Professional Land Surveyor No. 4230
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
jim.russell@kimley-horn.com
TBPLS Firm No. 10193973







AGENDA ITEM NO. 6

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Ryan Phipps, Chief of Police

DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution for the approval and adoption of the Travis County Hazard Mitigation Plan Update.

BACKGROUND/SUMMARY:

The Disaster Mitigation Act requires that hazard mitigation plans be reviewed and revised every 5 years to maintain eligibility for Hazard Mitigation Assistance (HMA) grant funding. FEMA originally approved Travis County's plan in 2005 and an update in 2011. The 2017 plan update allowed for the participation of the City of Manor in this multi-jurisdictional plan. This plan is in accordance with the Federal Disaster Mitigation Act of 2000 and FEMA requirements that communities adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes. Additionally, the Travis County Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Pending Letter

Resolution

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a resolution for the approval and adoption of the Travis County Hazard Mitigation Plan Update.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



FEMA

August 29, 2017

Ms. Sandra Fulenwider
State of Texas
Texas Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0220

RE: Approvable Pending Adoption of the Travis County, Texas Multi-Jurisdiction Hazard Mitigation Plan.

Dear Ms. Fulenwider:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR Part 201.6). Formal approval of this plan is contingent upon the adoption by resolution by the participants on Enclosure A, as well as the receipt of a CD containing all components of this plan.

Adopting resolutions must be submitted to this agency for review and approval no later than 1 year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements.

If you have any questions, please contact Jamie Leigh Price, HM Community Planner, at (940) 898-5440.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosure
cc: Jeffrey Brewer, R6-MT-HM

Enclosure A

**Travis County, Texas
Multi-Jurisdiction
Hazard Mitigation Plan Participants**

Attached is the list of approved participating governments included in the August 24, 2017 review of the referenced Hazard Mitigation plan.

Community Name	
1)	Lakeway city
2)	Manor city
3)	Pflugerville city
4)	Sunset Valley city
5)	The Hills village
6)	Travis County

Adoption Submittal (Final)

Region 6 recommends that all jurisdictions refrain from adopting a plan until it has received an Approvable Pending Adoption status from FEMA. Following the issuance of Approvable Pending Adoption letter, all participants are provided 1 year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

All Plans must be submitted to the address contained in the header of these procedures; mark each submittal with Attn: Mitigation Planning. Each submittal must include:

1. State transmittal letter containing:
 - a. List of all participating jurisdictions.
 - b. Plan name, sub-grantee, FEMA funding source, grant or disaster number, and project number, as applicable.
 - c. Identification of plan developer (i.e. contractor, jurisdiction, planning commission, etc.)
2. CD or DVD of the revised final draft of the plan in MS Word or pdf format (hardcopies may be submitted at the States discretion) containing:
 - a. Labeled with the plan name as well as the State and date sent.
 - b. The final plan formatted as a single document.
 - c. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....)
 - d. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission.

In addition to the CD/DVD the State may also submit the plan files via:

1. Floodmaps File eXchange (FFX) <https://www.floodmaps.fema.gov/ffx/>
2. Risk Management Directorate (RMD)SharePoint
<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Please forward an email addressed to the current HM Planning State Point of Contact or to the HM Planning Team Lead as notification that the electronic file has been submitted

RESOLUTION NO. 2017-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS,
FOR THE APPROVAL ADOPTION OF THE TRAVIS COUNTY HAZARD
MITIGATION PLAN UPDATE.**

WHEREAS, natural hazards in the City of Manor area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Manor has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Travis County Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS THAT;

1. The Travis County Hazard Mitigation Plan Update is approved in its entirety;
2. The City of Manor will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The City of Manor vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and

4. The City of Manor agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER, 2017.

CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Lydia M. Collins, Director of Finance

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

ordinance

exhibit

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

ORDINANCE NO. 488

FY 2017-2018 ANNUAL BUDGET ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2017-2018, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

WHEREAS, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2017-2018 on August 16, 2017 and September 6, 2017, as provided by law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2017, and ending September 30, 2018, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

Section 2. The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2018.

Section 3. Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED, ADOPTED, AND APPROVED on this 20th day of September, 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

Proposed Annual Budget

Fiscal Year 2017 - 2018



NOTE:

This Proposed Budget will raise \$484,207 (23.99% approx) more property tax revenues than last year's budget.



PROPOSED ANNUAL BUDGET FISCAL YEAR 2017-18

Original Budget Adopted: _____
Ordinance Number: 480

Amended Budget Adopted: _____
Ordinance Number: _____

FY 2016-17			AS OF: 6/31/17			FY 2017-18			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-17	PROJECTED 30-Sep-18
3,406,099	582,481	2,823,618	2,951,022	409,012	2,542,010	4,000,602	609,724	3,390,878		
0	530,721	(530,721)	0	349,477	(349,477)	0	562,403	(562,403)		
722,510	1,602,150	(879,640)	442,578	1,285,989	(843,411)	778,500	1,387,709	(609,209)		
1,067,026	272,661	794,365	896,927	276,313	620,614		552,908	(552,908)		
503,050	442,077	60,973	408,188	368,776	39,412	920,420	398,913	521,507		
53,350	2,735,823	(2,682,473)	58,487	2,126,738	(2,068,251)	606,650	484,120	122,530		
-	390,262	(390,262)	-	265,413	(265,413)	76,513	2,971,033	(2,894,520)		
-	-	-	-	-	-	-	383,712	(383,712)		
-	-	-	-	-	-	-	-	-		
5,752,035	6,556,175	(804,140)	4,757,202	5,081,717	(324,515)	6,382,685	7,350,522	(967,837)		
0	342,659	(342,659)	0	263,936	(263,936)	0	409,090	(409,090)		
2,222,985	1,633,541	589,444	1,533,492	1,263,892	269,601	1,952,872	2,014,149	(61,277)		
1,914,577	1,075,122	839,455	1,401,839	657,231	744,608	1,692,625	106,112	1,586,513		
-	-	-	-	-	-	-	-	-		
4,137,562	3,051,322	1,086,240	2,935,331	2,185,059	750,272	3,645,497	2,529,352	1,116,145		
9,889,597	9,607,497	282,100	7,692,533	7,266,776	425,757	10,028,182	9,879,874	148,308	824,025	972,333
2,187,304	2,176,104	11,201	1,631,558	399,315	1,232,243	2,174,637	2,174,637	-	91,186	91,186
9,950	38,126	(28,176)	9,950	38,126	(28,176)	10,500	3,000	7,500	46,674	54,174
7,450	51,800	(44,350)	7,366	51,800	(44,434)	7,500	-	7,500	12,518	20,018
100,564	35,000	65,564	195,491	35,000	160,491	148,520	174,416	(25,896)	46,971	21,075
23,676	9,000	14,676	34,111	22,350	11,761	30,260	-	30,260	487,775	518,035
115,200	-	115,200	154,866	0	154,866	256,962	-	256,962	734,293	991,255
340,200	180,000	160,200	306,453	172,707	133,746	798,483	20,000	778,483	2,367,003	3,145,486
-	-	-	-	-	-	32	-	32	8,450	8,482
17,893,250	-	17,893,250	-	-	-	-	156,286	(156,286)	17,894,500	17,738,214
18,490,290	313,926	18,176,364	708,237	319,983	388,254	1,252,257	353,702	898,555	21,598,185	22,496,740
30,567,191	12,097,526	18,469,664	10,032,328	7,986,074	2,046,254	13,455,075	12,408,212	1,046,863	22,513,396	23,560,259
GENERAL FUND TOTALS			UTILITY FUND TOTALS			TOTAL POOLED FUNDS			TOTAL DEBT SERVICE	
RESTRICTED FUNDS			RESTRICTED FUND TOTALS			GRAND TOTALS				
COURT TECH FUND			COURT BLDG SEC FUND							
PID FEES			HOTEL OCCUPANCY							
CAPT IMPACT-WATER			CAPT IMPACT-WW							
PARK FUNDS			BOND FUNDS							

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.

The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS
FY 2017-18**

75.00% OF YEAR COMPLETE									
REVENUE SUMMARY	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED AMENDED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
ADMINISTRATION									
TAXES	3,393,476	3,393,476	3,394,857	3,263,439	96.1	131,418	4,079,299	3,987,074	592,217
MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097.4	(81,788)	112,485	8,200	0
PERMITS/LICENSES	2,625	2,625	2,625	1,820	69.3	805	2,275	1,930	(695)
OTHER	1,798	1,798	1,798	2,805	156.0	(1,007)	3,506	3,398	1,600
TOTAL ADMINISTRATION	3,406,099	3,406,099	3,407,480	3,358,052	98.5	49,428	4,197,565	4,000,602	593,122
STREET									
MISCELLANEOUS	50,010	50,010	71,310	124,900	175.2	(53,590)	156,125	106,000	34,690
SANITATION CHARGES	672,500	672,500	672,500	561,143	83.4	111,357	701,429	672,500	0
TOTAL STREET	722,510	722,510	743,810	686,043	92.2	57,767	857,554	778,500	34,690
DEVELOPMENT SERVICES									
MISCELLANEOUS	10,200	10,200	10,200	20,117	197.2	(9,917)	23,581	16,200	6,000
PERMITS/LICENSES	1,056,826	1,056,826	1,056,826	1,328,582	125.7	(271,756)	1,660,727	904,220	(152,606)
TOTAL DEVELOPMENT SERVICES	1,067,026	1,067,026	1,067,026	1,348,699	126.4	(281,673)	1,684,308	920,420	(146,606)
COURT									
MISCELLANEOUS	1,000	1,000	1,000	5,172	517.2	(4,172)	6,465	4,600	3,600
COURT FEES	502,050	502,050	602,050	582,564	96.8	19,486	728,204	602,050	0
TOTAL COURT	503,050	503,050	603,050	587,736	97.5	15,314	734,669	606,650	3,600
POLICE									
MISCELLANEOUS	20,350	20,350	20,350	31,691	155.7	(11,341)	39,613	33,513	13,163
POLICE CHARGES/FEES	33,000	33,000	33,000	46,929	142.2	(13,929)	58,661	43,000	10,000
TOTAL POLICE	53,350	53,350	53,350	78,619	147.4	(25,269)	98,274	76,513	23,163
TOTAL REVENUES	5,752,035	5,752,035	5,874,716	6,059,149	103.1	(184,433)	7,572,371	6,382,685	507,969

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS
FY 2017-18**

75.00% OF YEAR COMPLETE

EXPENDITURE SUMMARY	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<u>ADMINISTRATION</u>									
PERSONNEL	315,981	315,981	315,981	230,339	72.9	85,642	287,924	325,524	9,543
OPERATING	122,700	122,700	122,700	71,870	58.6	50,830	89,837	125,400	2,700
REPAIRS & MAINTENANCE	44,000	44,000	44,000	12,689	28.8	31,312	15,861	44,000	0
CONTRACTED SERVICES	99,800	99,800	99,800	93,986	94.2	5,814	117,483	114,800	15,000
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
TOTAL ADMINISTRATION	582,481	582,481	582,481	408,884	70.2	173,597	511,105	609,724	27,243
<u>FINANCE</u>									
PERSONNEL	376,626	376,626	376,626	246,427	65.4	130,198	308,034	408,216	31,590
OPERATING	92,595	92,595	92,595	59,706	64.5	32,889	74,632	92,687	92
REPAIRS & MAINTENANCE	850	850	850	224	26.3	626	280	850	0
CONTRACTED SERVICES	53,000	53,000	53,000	35,093	66.2	17,907	43,866	53,000	0
DEBT PAYMENTS	7,650	7,650	7,650	7,650	100.0	0	9,563	7,650	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
TOTAL FINANCE	530,721	530,721	530,721	349,100	65.8	181,621	436,375	562,403	31,682
<u>STREET</u>									
PERSONNEL	400,145	400,145	400,145	278,915	69.7	121,230	348,644	225,304	(174,841)
OPERATING	122,770	122,770	122,770	84,106	68.5	38,664	104,956	113,170	(9,600)
REPAIRS & MAINTENANCE	246,500	246,500	246,500	217,000	88.0	29,500	271,250	272,500	26,000
CONTRACTED SERVICES	700,000	700,000	700,000	582,533	83.2	117,467	728,167	695,000	(5,000)
DEBT PAYMENTS	52,735	52,735	52,735	73,945	140.2	(21,210)	92,431	52,735	0
GRANT EXPENDITURES	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	72.6	5,477	18,154	12,000	(8,000)
CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	104.7	(949)	26,186	17,000	(3,000)
TOTAL STREET	1,562,150	1,562,150	1,562,150	1,271,971	81.4	290,179	1,589,788	1,387,709	(174,441)

PARKS

PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	0	348,644	326,866	(73,279)	
OPERATING	0	0	0	0	0	0	0	0	29,010	0	
REPAIRS & MAINTENANCE	0	0	0	0	0	0	0	0	125,000	0	
CONTRACTED SERVICES	100	100	100	141	141	(41)	0	176	-	0	
DEBT PAYMENTS	1,400	1,400	1,400	800	57	600	0	1,000	28,200	(700)	
GRANT EXPENDITURES	2,220	2,220	2,220	2,896	130	(676)	0	3,620	-	(1,110)	
CAPITAL OUTLAY < \$5K	500	500	500	305	61	195	0	381	11,632	(500)	
CAPITAL OUTLAY > \$5K	400	400	400	100	25	300	0	125	32,200	200	
TOTAL PARKS	404,765	404,765	404,765	283,157	484.2	121,608		353,946	552,908	(75,389)	

DEVELOPMENT SERVICES

PERSONNEL	116,770	116,770	116,770	79,926	68.4	36,844		99,731	282,759	165,989	
OPERATING	0	0	0	0	0.0	0		0	30,654	30,654	
REPAIRS & MAINTENANCE	20,000	20,000	20,000	14,523	72.6	5,477		18,154	1,000	(19,000)	
CONTRACTED SERVICES	61,500	61,500	61,500	81,040	131.8	(19,540)		0	84,500	23,000	
DEBT PAYMENTS	0	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY < \$5K	977	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY > \$5K	2,000	16,000	0	0	0.0	0		0	-	0	
TOTAL DEVELOPMENT SERVICES	201,247	214,270	198,270	175,490	88.5	22,780		117,886	398,913	200,643	

COURT

PERSONNEL	173,549	173,549	173,549	125,360	72.2	48,189		156,700	181,550	8,001	
OPERATING	16,280	16,280	16,280	11,624	71.4	4,656		14,530	17,450	1,170	
REPAIRS & MAINTENANCE	387	1,900	0	0	0.0	0		0	-	0	
CONTRACTED SERVICES	233,000	233,000	233,000	168,901	72.5	64,099		211,126	277,500	44,500	
DEBT PAYMENTS	0	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY < \$5K	5,030	5,030	5,030	240	4.8	4,790		300	1,620	(3,410)	
CAPITAL OUTLAY > \$5K	14,218	14,218	14,218	9,384	66.0	4,834		11,731	6,000	(8,218)	
TOTAL COURT	442,464	443,977	442,077	315,509	71.4	126,568		394,387	484,120	42,043	

POLICE

PERSONNEL	2,138,146	2,138,146	2,138,146	1,627,872	76.1	510,274	2,034,840	2,239,417	101,271	
OPERATING	157,831	157,831	157,831	124,535	78.9	33,296	155,669	228,105	70,274	
REPAIRS & MAINTENANCE	66,400	66,400	66,400	59,474	89.6	6,926	74,342	81,000	14,600	
CONTRACTED SERVICES	111,258	111,258	111,258	101,565	91.3	9,693	126,957	172,492	61,234	
DEBT PAYMENTS	188,350	188,350	188,350	188,350	100.0	0	235,438	188,750	400	
CAPITAL OUTLAY < \$5K	13,838	13,838	13,838	2,672	19.3	11,166	3,340	16,800	2,962	
CAPITAL OUTLAY > \$5K	60,000	60,000	60,000	15,682	26.1	44,318	19,603	44,470	(15,530)	
TOTAL POLICE	2,735,823	2,735,823	2,735,823	2,120,151	77.5	615,672	2,650,189	2,971,033	235,210	

INFORMATION TECHNOLOGY (I.T.)

PERSONNEL	83,297	83,297	83,297	60,674	72.8	22,624	75,842	83,297	0	
OPERATING	87,145	87,145	87,145	58,967	67.7	28,178	0	100,100	12,955	
REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0.0	6,085	0	6,085	0	
CONTRACTED SERVICES	203,730	203,730	203,730	130,518	64.1	73,212	24	124,230	(79,500)	
CAPITAL OUTLAY < \$5K	5	5	5	922	18,432.6	(917)	0	55,000	54,995	
CAPITAL OUTLAY > \$5K	10,000	10,000	10,000	9,922	99.2	78	323	15,000	5,000	
TOTAL I.T	390,262	390,262	390,262	261,002	66.9	129,260	29,853	383,712	(6,550)	

TOTAL EXPENDITURES	6,054,885	6,069,421	6,846,549	4,641,105	67.8	2,205,444
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5,699,728	7,350,521	503,973
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REVENUES OVER/(UNDER) EXPENDITURES	(302,850)	(317,386)	(971,833)	1,418,044	(2,389,877)
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1,872,643	(967,837)	3,996
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**10 -GENERAL FUND
REVENUES**

PROP. BUDGET WORKSHEETS

FY 2017-18

75.00% OF YEAR COMPLETE

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
ADMINISTRATION REVENUES									
TAXES									
10-4100-40-40000 AD VALOREM TAXES - CURRENT	2,141,979	2,141,979	2,141,979	2,108,465	98	33,514	2,635,581	2,502,859	360,880
10-4100-40-40010 AD VALOREM TAXES - PRIOR	60,000	60,000	60,000	17,022	28	42,978	21,278	17,000	-43,000
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHIVLE DEALER INVENTORY			1,381	1,381	100	0	1,726	0	-1,381
10-4100-40-40020 AD VALOREM TAXES P&I	28,000	28,000	28,000	21,565	77	6,435	26,956	28,000	0
10-4100-40-40025 SALES TAX COMPTROLLER	737,497	737,497	737,497	794,544	108	-57,047	993,180	1,013,215	275,718
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	200,000	200,000	200,000	116,009	58	83,991	145,012	200,000	0
10-4100-40-40043 FRANCHISE TAX-CABLE TE	60,000	60,000	60,000	55,243	92	4,757	69,053	60,000	0
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	20,000	20,000	20,000	8,160	41	11,840	10,200	20,000	0
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	20,000	20,000	20,000	20,756	104	-756	25,945	20,000	0
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	44,500	44,500	44,500	49,397	111	-4,897	61,747	44,500	0
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	76,000	76,000	76,000	65,722	86	10,278	82,152	76,000	0
10-4100-40-40060 MIXED BEVERAGE TAXES	5,500	5,500	5,500	5,176	94	324	6,470	5,500	0
TOTAL TAXES	3,393,476	3,393,476	3,394,857	3,263,439	96	131,418	4,079,299	3,987,074	592,217
MISCELLANEOUS									
10-4100-42-42099 MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097	-81,788	112,485	8,200	0
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097	-81,788	112,485	8,200	0
PERMITS/LICENSES									
10-4100-45-42010 PERMITS-PET	75	75	75	360	480	-285	450	320	245
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	150	0
10-4100-45-42050 LICENSES- ALCHOLIC BEV	2,400	2,400	2,400	1,460	61	940	1,825	1,460	-940
TOTAL PERMITS/LICENSES	2,625	2,625	2,625	1,820	69	805	2,275	1,930	-695
OTHER									
10-4100-48-42050 NOTARY FEES	298	298	298	178	60	120	223	298	0
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	1,500	1,500	1,500	2,627	175	-1,127	3,284	3,100	1,600
TOTAL OTHER	1,798	1,798	1,798	2,805	156	-1,007	3,506	3,398	1,600
TOTAL ADMINISTRATION REVENUES	3,406,099	3,406,099	3,407,480	3,358,052	99	49,428	4,197,565	4,000,602	593,122

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
STREET REVENUES									
MISCELLANEOUS									
10-4225-42-42098 CAP METRO BCT	50,000	50,000	71,300	124,900	175	-53,600	156,125	106,000	34,700
10-4225-42-42099 MISCELLANEOUS	10	10	10	0	0	10	0	0	-10
TOTAL MISCELLANEOUS	50,010	50,010	71,310	124,900	175	-53,590	156,125	106,000	34,690
SANITATION CHARGES									
10-4225-44-44010 SOLID WASTE REVENUE	660,500	660,500	660,500	549,415	83	111,085	686,769	660,500	0
10-4225-44-44025 LATE FEES TRASH	12,000	12,000	12,000	11,728	98	272	14,660	12,000	0
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	672,500	672,500	672,500	561,143	83	111,357	701,429	672,500	0
TOTAL STREET REVENUES	722,510	722,510	743,810	686,043	92	57,767	857,554	778,500	34,690

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
DEVELOPMENT SERVICES REVENUES									
MISCELLANEOUS									
10-4300-42-42090 TECHNOLOGY FEES	10,000	10,000	10,000	18,865	189	-8,865	23,581	15,000	5,000
10-4300-42-42091 ONLINE PAYMENT FEE	200	200	200	1,252				1,200	1,000
TOTAL MISCELLANEOUS	10,200	10,200	10,200	20,117	197	-9,917	23,581	16,200	6,000
PERMITS/LICENSES									
10-4300-45-42040 PERMITS-CITY MISC.	1,000	1,000	1,000	0	0	1,000	0	1,000	0
10-4300-45-44095 SIGN PERMITS	2,500	2,500	2,500	1,500	60	1,000	1,875	2,500	0
10-4300-45-44096 SITE PLAN	12,000	12,000	12,000	8,383	70	3,617	10,478	10,000	-2,000
10-4300-45-44097 NOTIFICATIONS	1,300	1,300	1,300	0	0	1,300	0	1,300	0
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	108,000	108,000	108,000	148,795	138	-40,795	185,993	108,000	0
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	100	0
10-4300-45-45076 SUBDIVISION TEST & INSP	300,000	300,000	300,000	158,654	53	141,346	198,318	150,000	-150,000
10-4300-45-45077 ZONING	11,220	11,220	11,220	12,549	112	-1,329	15,686	11,220	0
10-4300-45-45100 BUILDING PERMITS	465,606	465,606	465,606	953,062	205	-487,456	1,191,327	465,000	-606
10-4300-45-45101 R.O.W. PERMITS	0	0	0	450	0	-450	563	0	0
10-4300-45-45200 BUILDINGS INSPECTION FEES	155,000	155,000	155,000	45,190	29	109,810	56,488	155,000	0
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	0	0	100	0	100	0
TOTAL PERMITS/LICENSES	1,056,826	1,056,826	1,056,826	1,328,582	126	-271,756	1,660,727	904,220	-152,606
TOTAL DEVELOPMENT SERVICES REVENUES	1,067,026	1,067,026	1,067,026	1,348,699	126	-281,673	1,684,308	920,420	-146,606

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
COURT REVENUES									
MISCELLANEOUS									
10-4500-42-42090 ONLINE PAYMENT FEES	1,000	1,000	1,000	5,172	517	-4,172	6,465	4,600	3,600
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	1,000	1,000	1,000	5,172	517	-4,172	6,465	4,600	3,600
COURT FEES									
10-4500-46-46100 COURT TECHNOLOGY FEE	10,000	10,000	10,000	9,385	94	615	11,732	10,000	0
10-4500-46-46200 COURT BUILDING SECURITY	7,050	7,050	7,050	7,039	100	11	8,799	7,050	0
10-4500-46-46300 COURT COSTS EARNED	485,000	485,000	585,000	566,139	97	18,861	707,674	585,000	0
TOTAL COURT FEES	502,050	502,050	602,050	582,564	97	19,486	728,204	602,050	0
TOTAL COURT REVENUES	503,050	503,050	603,050	587,736	97	15,314	734,669	606,650	3,600

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
POLICE REVENUES									
MISCELLANEOUS									
10-4600-42-41015 GRANT PROCEEDS - POLIC	350	350	350	22,513	6,432	-22,163	28,141	22,513	22,163
10-4600-42-41024 NATIONAL NIGHT OUT CAM	0	0	0	0	0	0	0	0	0
10-4600-42-41025 RESTRICTED DONATIONS	0	0	0	0	0	0	0	0	0
10-4600-42-42099 MISCELLANEOUS	20,000	20,000	20,000	9,178	46	10,822	11,472	11,000	-9,000
TOTAL MISCELLANEOUS	20,350	20,350	20,350	31,691	156	-11,341	39,613	33,513	13,163
POLICE CHARGES/FEES									
10-4600-47-47000 ASSET SEIZURES	0	0	0	0	0	0	0	0	0
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	7,290	104	-290	9,113	7,000	0
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	1,422	105	-72	1,778	1,350	0
10-4600-47-47011 FINGER PRINTING	50	50	50	10	20	40	13	50	0
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	3,700	82	800	4,625	4,500	0
10-4600-47-47200 WARRANT AND FTA FEES	100	100	100	110	110	-10	137	100	0
10-4600-47-47310 IMPOUNDS	0	0	0	0	0	0	0	0	0
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	20,000	20,000	20,000	34,396	172	-14,396	42,996	30,000	10,000
TOTAL POLICE CHARGES/FEES	33,000	33,000	33,000	46,929	142	-13,929	58,661	43,000	10,000
TOTAL POLICE REVENUES	53,350	53,350	53,350	78,619	147	-25,269	98,274	76,513	23,163
NON-DEPARTMENTAL REVENUES									
OTHER FINANCING SOURCES									
10-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0	0	0
TRANSFERS									
10-4999-49-50005 TRANSFERS IN	0	0	0	0	0	0	0	0	0
10-4999-49-50010 TRANSFERS FROM CPF	0	0	0	0	0	0	0	0	0
10-4999-49-59000 TRANSFERS FROM UF	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL REVENUES	0	0	0	0	0	0	0	0	0
TOTAL REVENUES	5,752,035	5,752,035	5,874,716	6,059,149	103	-184,433	7,572,371	6,382,685	507,969

**10 -GENERAL FUND
DEPARTMENTAL EXPENDITURES**

PROP. BUDGET WORKSHEETS

FY 2017-18

75.00% OF YEAR COMPLETE

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
ADMINISTRATION EXPENDITURES									
PERSONNEL									
10-5100-50-50010 SALARIES	247,199	247,199	247,199	184,107	74	63,092	230,134	259,550	12,351
10-5100-50-50050 OVERTIME	200	200	200	106	53	94	132	0	-200
10-5100-50-50075 LONGEVITY	1,400	1,400	1,400	1,400	100	0	1,750	1,500	100
10-5100-50-50200 EMPLOYER PAID TAXES	18,915	18,915	18,915	13,832	73	5,083	17,290	20,009	1,094
10-5100-50-50255 WORKERS' COMPENSATION	800	800	800	686	86	114	857	800	0
10-5100-50-50325 HEALTH INSURANCE	18,947	18,947	18,947	10,116	53	8,831	12,645	18,947	0
10-5100-50-50335 HEALTH ASSISTANCE	238	238	238	258	109	-20	323	260	22
10-5100-50-50410 EMPLOYER RETIREMENT CO	10,782	10,782	10,782	7,853	73	2,930	9,816	11,758	976
10-5100-50-50520 EMPLOYEE EDUCATION	5,000	5,000	5,000	2,751	55	2,249	3,439	5,000	0
10-5100-50-50650 VEHICLE ALLOWANCE	12,000	12,000	12,000	9,231	77	2,769	11,538	7,200	-4,800
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	315,981	315,981	315,981	230,339	73	85,642	287,924	325,524	9,543
OPERATING									
10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HEARIN	4,500	4,500	4,500	3,715	83	785	4,644	4,500	0
10-5100-51-51011 PRE-EMPLO SCREENING	0	0	0	0	0	0	0	0	
10-5100-51-51041 EMPLOYEE APPRECIATION	3,000	3,000	3,000	1,863	62	1,137	2,328	3,000	0
10-5100-51-51160 ELECTION EXPENSES	4,500	4,500	4,500	2,972	66	1,528	3,715	6,500	2,000
10-5100-51-51335 INSURANCE-PROPERTY, CA	1,700	1,700	1,700	1,087	64	613	1,359	1,700	0
10-5100-51-51338 INSURANCE LIABILITY	8,000	8,000	8,000	6,000	75	2,000	7,500	8,000	0
10-5100-51-51480 MEETING EXPENSES	2,000	2,000	2,000	806	40	1,194	1,007	2,000	0
10-5100-51-51485 MISCELLANEOUS	11,500	11,500	11,500	36,872	321	-25,372	46,090	11,500	0
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	0	0	150	0	150	0
10-5100-51-51603 PERIODICALS AND PUBLIC	600	600	600	218	36	383	272	1,100	500
10-5100-51-51625 POSTAGE/DELIVERY	550	550	550	25	5	525	32	550	0
10-5100-51-51634 EDC BEAUTIFICATION	50,000	50,000	50,000	0	0	50,000	0	50,000	0
10-5100-51-51635 PROFESSIONAL & MEMBERS	5,500	5,500	5,500	4,863	88	637	6,079	5,500	0
10-5100-51-51746 SUPPLIES-OFFICE	9,000	9,000	9,000	2,862	32	6,138	3,577	9,000	0
10-5100-51-51780 TRAVEL	7,000	7,000	7,000	2,595	37	4,405	3,244	7,200	200
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	5,334	56	4,166	6,668	9,500	0
10-5100-51-51817 UTILITIES-NATURAL GAS	1,200	1,200	1,200	470	39	730	588	1,200	0
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,000	4,000	4,000	2,187	55	1,813	2,734	4,000	0
TOTAL OPERATING	122,700	122,700	122,700	71,870	59	50,830	89,837	125,400	2,700

REPAIRS & MAINTENANCE

10-5100-52-52000 COMPUTER R&M	0	0	0	0	0	0	0	0	0
10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	10,337	34	19,663	12,921	30,000	0
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	2,352	17	11,648	2,940	14,000	0
10-5100-52-52130 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0	0
10-5100-52-52220 COMPUTER EQUIPMENT-MAI	0	0	0	0	0	0	0	0	0
TOTAL REPAIRS & MAINTENANCE	44,000	44,000	44,000	12,689	29	31,312	15,861	44,000	0

CONTRACTED SERVICES

10-5100-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0	0
10-5100-54-51165 ENGINEERING/PLANNING S	55,000	55,000	55,000	63,088	115	-8,088	78,860	70,000	15,000
10-5100-54-51440 LEGAL FEES	29,000	29,000	29,000	15,686	54	13,314	19,608	29,000	0
10-5100-54-51500 CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5100-54-5150X I/T CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5100-54-51590 DOCUMENT STORAGE	1,800	1,800	1,800	1,468	82	332	1,835	1,800	0
10-5100-54-51760 TAXING DISTRICT FEES	14,000	14,000	14,000	13,744	98	256	17,180	14,000	0
10-5100-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5100-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5100-54-52241 SOFTWARE LICENSES	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	99,800	99,800	99,800	93,986	94	5,814	117,483	114,800	15,000

DEBT PAYMENTS

10-5100-55-52110 OFFICE EQUIPMENT LEASE	0	0	0	0	0	0	0	0	0
10-5100-55-52210 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5100-55-60000 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	0	0

CAPITAL OUTLAY < \$5K

10-5100-57-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5100-57-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	0	0	0	0	0	0	0	0	0

CAPITAL OUTLAY > \$5K

10-5100-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5100-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0	0	0	0	0

TOTAL ADMINISTRATION EXPENDITURES	582,481	582,481	582,481	408,884	70	173,597	511,105	609,724	27,243
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FINANCE EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5150-50-50010 SALARIES	302,245	302,245	302,245	199,829	66	102,416	249,786	318,286	16,040
10-5150-50-50050 OVERTIME	2,413	2,413	2,413	354	15	2,059	443	2,310	-103
10-5150-50-50075 LONGEVITY	1,600	1,600	1,600	2,300	144	-700	2,875	1,900	300
10-5150-50-50200 EMPLOYER PAID TAXES	23,429	23,429	23,429	14,964	64	8,465	18,705	24,656	1,227
10-5150-50-50255 WORKERS' COMPENSATION	1,950	1,950	1,950	1,415	73	535	1,768	2,016	66
10-5150-50-50325 HEALTH INSURANCE	31,578	31,578	31,578	19,059	60	12,518	23,824	44,209	12,631
10-5150-50-50335 HEALTH ASSISTANCE	240	240	240	258	108	-18	323	240	0
10-5150-50-50410 EMPLOYER RETIREMENT CO	12,671	12,671	12,671	8,188	65	4,483	10,235	14,100	1,429
10-5150-50-50520 EMPLOYEE EDUCATION	500	500	500	60	12	440	75	500	0
TOTAL PERSONNEL	376,626	376,626	376,626	246,427	65	130,198	308,034	408,216	31,590
OPERATING									
10-5150-51-51010 ADVER/POSTING/PUBLIC HEARING	4,500	4,500	4,500	0	0	4,500	0	4,500	0
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	35	35	65	44	100	0
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	33,500	33,500	33,500	22,605	67	10,895	28,256	33,500	0
10-5150-51-51080 CASH SHORT & OVER	500	500	500	-265	-53	765	-331	500	0
10-5150-51-51335 INSURANCE-PROPERTY, CA	2,650	2,650	2,650	1,627	61	1,023	2,033	2,650	0
10-5150-51-51338 INSURANCE LIABILITY	2,860	2,860	2,860	2,145	75	715	2,681	2,860	0
10-5150-51-51480 MEETING EXPENSES	500	500	500	0	0	500	0	500	0
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	99	8	1,151	124	1,250	0
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	600	0
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	0	0	100	0	100	0
10-5150-51-51625 POSTAGE/DELIVERY	37,300	37,300	37,300	28,010	75	9,290	35,013	37,300	0
10-5150-51-51635 PROFESSIONAL & MEMBERS	100	100	100	0	0	100	0	100	0
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,141	71	859	2,676	3,000	0
10-5150-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5150-51-51775 WIRELESS COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5150-51-51780 TRAVEL	500	500	500	416	83	84	520	500	0
10-5150-51-52110 OFFICE EQUIPMENT LEASE	1,950	1,950	1,950	1,331	68	619	1,664	2,042	92
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	1,562	49	1,623	1,953	3,185	0
TOTAL OPERATING	92,595	92,595	92,595	59,706	64	32,889	74,632	92,687	92

REPAIRS & MAINTENANCE

10-5150-52-52130 OFFICE EQUIPMENT REPAIR	250	250	250	103	41	148	128	250	0
10-5150-52-52320 VEHICLE REPAIRS & MAINT	600	600	600	121	20	479	151	600	0
TOTAL REPAIRS & MAINTENANCE	850	850	850	224	26	626	280	850	0

CONTRACTED SERVICES

10-5150-54-51000 ACCOUNTING & AUDITING	52,000	52,000	52,000	35,093	67	16,907	43,866	52,000	0
10-5150-52-52010 BUILDING REPAIRS & MAINT				0	0	0	0	0	0
10-5150-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0	0	0	0	0
10-5150-54-51440 LEGAL FEES	1,000	1,000	1,000	0	0	1,000	0	1,000	0
10-5150-54-51500 CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5150-54-51501 I/T CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5150-54-51590 DOCUMENT STORAGE	0	0	0	0	0	0	0	0	0
10-5150-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5150-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	53,000	53,000	53,000	35,093	66	17,907	43,866	53,000	0

DEBT PAYMENTS

10-5150-51-52110 OFFICE EQUIPMENT LEASE	0	0	0	0	0	0	0	0	0
10-5150-55-52210 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5150-55-52310 VEHICLE LEASE EXPENSE	7,650	7,650	7,650	7,650	100	7,634	9,563	7,650	0
TOTAL DEBT PAYMENTS	7,650	7,650	7,650	7,650	100	7,634	9,563	7,650	0

CAPITAL OUTLAY < \$5K

10-5150-57-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5150-57-52200 COMPUTER EQUIPMENT-PUR	1,091	2,000	2,000	0	0	2,000	0	0	-2,000
TOTAL CAPITAL OUTLAY < \$5K	1,091	2,000	2,000	0	0	2,000	0	0	-2,000

CAPITAL OUTLAY > \$5K

10-5150-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0	0	0	0	0

TOTAL FINANCE EXPENDITURES	531,812	532,721	532,721	349,100	66	183,621	436,375	562,403	29,682
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STREET EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5225-50-50010 SALARIES	289,019	289,019	289,019	190,655	66	98,365	238,318	106,509	-182,510
10-5225-50-50050 OVERTIME	9,650	9,650	9,650	5,928	61	3,722	7,410	9,650	0
10-5225-50-50075 LONGEVITY	3,700	3,700	3,700	6,200	168	-2,500	7,750	3,700	0
10-5225-50-50200 EMPLOYER PAID TAXES	21,856	21,856	21,856	15,170	69	6,686	18,962	21,856	0
10-5225-50-50255 WORKERS' COMPENSATION	11,025	11,025	11,025	12,003	109	-978	15,004	11,025	0
10-5225-50-50325 HEALTH INSURANCE	50,524	50,524	50,524	31,084	62	19,440	38,855	50,524	0
10-5225-50-50410 EMPLOYER RETIREMENT CO	12,470	12,470	12,470	8,330	67	4,140	10,413	12,470	0
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	1,876	375	-1,376	2,345	500	0
10-5225-50-50700 REIMB UNEMPLOYMENT	1,400	1,400	1,400	7,669	548	-6,269	9,586	9,069	7,669
TOTAL PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	348,644	225,304	-174,841
OPERATING									
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	141	141	-41	176	100	0
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,400	800	57	600	1,000	1,400	0
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,220	2,896	130	-676	3,620	2,220	0
10-5225-51-51485 MISCELLANEOUS	500	500	500	305	61	195	381	0	-500
10-5225-51-51610 LICENSES	400	400	400	100	25	300	125	600	200
10-5225-51-51620 PHYSICALS/DRUG TESTING	350	350	350	121	35	229	151	200	-150
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100	0
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'L	40,000	40,000	40,000	17,371	43	22,629	21,713	23,500	-16,500
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	176	35	324	220	500	0
10-5225-51-51780 TRAVEL	200	200	200	303	151	-103	379	650	450
10-5225-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	4,752	238	-2,752	5,941	1,400	-600
10-5225-51-51813 UTILITIES-ELECTRIC BLU	42,000	42,000	42,000	34,550	82	7,450	43,188	47,000	5,000
10-5225-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	6,029	67	2,971	7,536	9,000	0
10-5225-51-52340 FUEL & OIL	13,000	13,000	13,000	8,483	65	4,517	10,603	13,000	0
10-5225-51-52440 EQUIPMENT RENTAL	5,000	5,000	5,000	3,900	78	1,100	4,875	3,500	-1,500
10-5225-51-54020 STREET SIGNS	6,000	6,000	6,000	4,180	70	1,820	5,224	10,000	4,000
TOTAL OPERATING	122,770	122,770	122,770	84,106	69	38,664	104,956	113,170	-9,600
REPAIRS & MAINTENANCE									
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	977	39	1,523	1,221	2,500	0
10-5225-52-52320 VEH REPAIRS & MAINTENA	14,000	14,000	14,000	2,790	20	11,210	3,488	7,000	-7,000
10-5225-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	13,721	137	-3,721	17,151	13,000	3,000
10-5225-52-54010 STREET REPAIRS & MAINT	220,000	220,000	220,000	199,511	91	20,489	249,389	250,000	30,000
TOTAL REPAIRS & MAINTENANCE	246,500	246,500	246,500	217,000	88	29,500	271,250	272,500	26,000

CONTRACTED SERVICES

10-5225-54-51165 ENGINEERING/PLANNING S	10,000	10,000	10,000	19,413	194	-9,413	24,266	5,000	-5,000
10-5225-54-51440 LEGAL FEES	0	0	0	0	0	0	0	0	0
10-5225-54-54100 TRASH COLLECTION FEES	690,000	690,000	690,000	563,120	82	126,880	703,900	690,000	0
TOTAL CONTRACTED SERVICES	700,000	700,000	700,000	582,533	83	117,467	728,167	695,000	-5,000

DEBT PAYMENTS

10-5225-55-52310 VEHICLE LEASE EXPENSE	52,735	52,735	52,735	73,945	140	-21,210	92,431	52,735	0
10-5225-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	52,735	52,735	52,735	73,945	140	-21,210	92,431	52,735	0

GRANT EXPENDITURES

10-5225-56-58000 GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0
TOTAL GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0

CAPITAL OUTLAY < \$5K

10-5225-57-52400 MACHINERY EQUIPMENT-PU	10,000	10,000	10,000	8,065	81	1,935	10,081	7,000	-3,000
10-5225-57-52450 TOOLS	10,000	10,000	10,000	6,458	65	3,542	8,073	5,000	-5,000
TOTAL CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	73	5,477	18,154	12,000	-8,000

CAPITAL OUTLAY > \$5K

10-5225-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5225-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
10-5225-58-52400 MACHINERY EQUIPMENT-PU	20,000	20,000	20,000	20,949	105	-949	26,186	17,000	-3,000
TOTAL CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	105	-949	26,186	17,000	-3,000

TOTAL STREET EXPENDITURES	1,562,150	1,562,150	1,562,150	1,271,971	81	290,179	1,589,788	1,387,709	-174,441
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	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED REQUESTED	REQUESTED BUDGET DIFF.
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PARKS EXPENDITURES**PERSONNEL**

10-5400-50-50010 SALARIES	289,019	289,019	289,019	190,655	66	98,365	238,318	225,276	-63,743
10-5225-50-50050 OVERTIME	9,650	9,650	9,650	5,928	61	3,722	7,410	6,800	-2,850
10-5225-50-50075 LONGEVITY	3,700	3,700	3,700	6,200	168	-2,500	7,750	3,100	-600
10-5225-50-50200 EMPLOYER PAID TAXES	21,856	21,856	21,856	15,170	69	6,686	18,962	17,957	-3,899
10-5225-50-50255 WORKERS' COMPENSATION	11,025	11,025	11,025	12,003	109	-978	15,004	13,500	2,475
10-5225-50-50325 HEALTH INSURANCE	50,524	50,524	50,524	31,084	62	19,440	38,855	37,893	-12,631
10-5225-50-50410 EMPLOYER RETIREMENT CO	12,470	12,470	12,470	8,330	67	4,140	10,413	10,270	-2,200
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	1,876	375	-1,376	2,345	3,000	2,500
10-5225-50-50700 REIMB UNEMPLOYMENT	1,400	1,400	1,400	7,669	548	-6,269	9,586	9,069	7,669
TOTAL PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	348,644	326,866	-73,279

OPERATING

10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	141	141	-41	176	100	0
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10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,400	800	57	600	1,000	700	-700	
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,220	2,896	130	-676	3,620	1,110	-1,110	
10-5225-51-51485 MISCELLANEOUS	500	500	500	305	61	195	381	0	-500	
10-5225-51-51610 LICENSES	400	400	400	100	25	300	125	600	200	
10-5225-51-51620 PHYSICALS/DRUG TESTING	350	350	350	121	35	229	151	200	-150	
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100	0	
10-5225-51-51740 SUPPLIES CHEMICALS	40,000	40,000	40,000	17,371	43	22,629	21,713	5,000	-35,000	
10-5225-51-51741 SUPPLIES MATERIALS								7,500		
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	176	35	324	220	0	-500	
10-5225-51-51780 TRAVEL	200	200	200	303	151	-103	379	1,000	800	
10-5225-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	4,752	238	-2,752	5,941	2,700	700	
10-5225-51-51813 UTILITIES-ELECTRIC BLU	42,000	42,000	42,000	34,550	82	7,450	43,188	1,000	-41,000	
10-5225-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	6,029	67	2,971	7,536	0	-9,000	
10-5225-51-52340 FUEL & OIL	13,000	13,000	13,000	8,483	65	4,517	10,603	6,500	-6,500	
10-5225-51-52440 EQUIPMENT RENTAL	5,000	5,000	5,000	3,900	78	1,100	4,875	1,500	-3,500	
10-5400-51-54020 PARKS SIGNS					0	0	0	1,000	1,000	
TOTAL OPERATING	116,770	116,770	116,770	79,926	68	36,844	99,731	29,010	-87,760	
REPAIRS & MAINTENANCE										
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	977	39	1,523	1,221	1,500	-1,000	
10-5225-52-52320 VEH REPAIRS & MAINTENA	14,000	14,000	14,000	2,790	20	11,210	3,488	7,000	-7,000	
10-5225-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	13,721	137	-3,721	17,151	6,500	-3,500	
10-5225-52-54015 PARK REPAIRS /MAINTENAN	35,000	35,000	35,000	7,091	20	27,909	8,864	80,000	45,000	
10-5225-52-54016 CEMETARY REPAIRS/MAINTENANCE	5,000	5,000	5,000	5,771	115	-771	7,214	30,000	25,000	
TOTAL REPAIRS & MAINTENANCE	66,500	66,500	66,500	30,351	46	36,149	37,938	125,000	58,500	
CONTRACTED SERVICES										
10-5225-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0	0	0	0	0	
10-5225-54-51440 LEGAL FEES	0	0	0	0	0	0	0	0	0	
10-5225-54-54100 TRASH COLLECTION FEES	0	0	0	0	0	0	0	0	0	
TOTAL CONTRACTED SERVICES	0	0	0	0	0	0	0	0	0	
DEBT PAYMENTS										
10-5225-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	0	0	15,000	15,000	
10-5225-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0	0	0	13,200	13,200	
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	28,200	28,200	
GRANT EXPENDITURES										
10-5225-56-58000 GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0	
TOTAL GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0	
CAPITAL OUTLAY < \$5K										
10-5225-57-52400 MACHINERY EQUIPMENT-PU	10,000	10,000	10,000	8,065	81	1,935	10,081	5,632	-4,368	
10-5225-57-52450 TOOLS	10,000	10,000	10,000	6,458	65	3,542	8,073	6,000	-4,000	
TOTAL CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	73	5,477	18,154	11,632	-8,368	

CAPITAL OUTLAY > \$5K

10-5225-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5225-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
10-5225-58-52400 MACHINERY EQUIPMENT-PU	20,000	20,000	20,000	20,949	105	-949	26,186	32,200	12,200
TOTAL CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	105	-949	26,186	32,200	12,200

TOTAL PARKS EXPENDITURES	623,415	623,415	623,415	424,664	68	198,751
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530,654	552,908	-70,507
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	0	0	CURR. BUDGET	Y-T-D ACTUAL	% OF	BUDGET
DEVELOPMENT SERVICES EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL	BUDGET	BALANCE

PROJECTED	REQUESTED	REQUESTED
YEAR END	2017-18 BUDGET	BUDGET DIFF.

PERSONNEL

10-5300-50-50010 SALARIES	152,101	152,101	152,101	112,553	74	39,548	140,692	225,540	73,439
10-5300-50-50050 OVERTIME	503	503	503	0	0	503	0	950	447
10-5300-50-50075 LONGEVITY	400	400	400	400	100	0	500	600	200
10-5300-50-50200 EMPLOYER PAID TAXES	11,705	11,705	11,705	8,366	71	3,339	10,457	17,357	5,652
10-5300-50-50255 WORKERS' COMPENSATION	135	135	135	116	86	19	145	165	30
10-5300-50-50325 HEALTH INSURANCE	18,947	18,947	18,947	12,585	66	6,361	15,732	25,262	6,316
10-5300-50-50335 HEALTH ASSISTANCE				258			323	258	
10-5300-50-50410 EMPLOYER RETIREMENT CO	6,671	6,671	6,671	4,645	70	2,026	5,806	9,926	3,255
10-5300-50-50520 EMPLOYEE EDUCATION	2,200	2,200	2,200	401	18	1,800	501	2,200	0
10-5300-50-50650 VEHICLE ALLOWANCE	0	0	0	0	0	0	0	0	0
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	193,161	193,161	193,161	139,324	72	53,838	174,155	282,759	89,598

OPERATING

10-5300-51-51011 PRE-EMPLOYMENT SCREENING	0	0	0	34	0	-34	42	20	20
10-5300-51-51042 CREDIT CARD MERCHANT	0	0	0	22,446	0	-22,446	28,058	0	0
10-5300-51-51330 BLDG INSPECTION FEES	9,000	9,000	9,000	13,990	155	-4,990	17,487	14,000	5,000
10-5300-51-51335 INSURANCE-PROPERTY, CA	0	0	0	0	0	0	0	0	0
10-5300-51-51335 INSURANCE-PROPERTY, CA	100	100	100	38	38	62	47	100	0
10-5300-51-51338 INSURANCE LIABILITY	100	100	100	38	38	62	47	100	0
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	1,250	6,951	556	-5,701	8,689	1,250	0
10-5300-51-51603 POSTING & NOTIFICATION	1,500	1,500	1,500	4,081	272	-2,581	5,101	2,516	1,016
10-5300-51-51610 PERMITS & LICENSES	0	0	0	0	0	0	0	0	0
10-5300-51-51611 TRAVIS CO RECORDATION FEES	100	100	100	673	673	-573	841	673	573
10-5300-51-51625 POSTAGE/DELIVERY	350	350	350	2,171	620	-1,821	2,713	1,175	825
10-5300-51-51635 PROF/MEMBERSHIP DUES	1,000	1,000	1,000	710	71	290	888	1,000	0
10-5300-51-51746 SUPPLIES-OFFICE	1,400	1,400	1,400	1,293	92	107	1,616	1,400	0
10-5300-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5300-51-51775 WIRELESS COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5300-51-51780 TRAVEL	1,750	1,750	1,750	0	0	1,750	0	1,750	0
10-5300-51-51813 UTIL-ELECTRIC BLUEBONN	0	0	0	0	0	0	0	0	0
10-5300-51-52110 OFFICE EQUIP LEASES	350	350	350	1,145	327	-795	1,432	1,670	1,320
10-5300-51-52340 VEHICLE FUEL & OIL	1,000	1,000	1,000	1,932	193	-932	2,415	5,000	1,320
TOTAL OPERATING	17,900	17,900	17,900	55,501	310	-37,601	41,276	30,654	12,754

REPAIRS & MAINTENANCE

10-5300-52-52000 COMPUTER R&M	0	0	0	0	0	0	0	0	0
10-5300-52-52010 BLDG REPAIRS & MAINT	0	0	0	0	0	0	0	0	0
10-5300-52-52012 CLEANING & MAINTENANCE	0	0	0	0	0	0	0	0	0
10-5300-52-52320 VEHICLE REPAIRS & MAIN	100	100	100	276	276	-176	345	1,000	900
TOTAL REPAIRS & MAINTENANCE	100	100	100	276	276	-176	0	1,000	900

CONTRACTED SERVICES

10-5300-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0	0
10-5300-54-51165 ENG/PLANNING SERVICES	50,000	50,000	50,000	73,455	147	-23,455	91,819	74,000	24,000
10-5300-54-51440 LEGAL FEES	8,000	8,000	8,000	675	8	7,325	844	8,000	0
10-5300-54-51501 I/T CONSULTING SERVICES	500	500	500	0	0	500	0	500	0
10-5300-54-51590 DOCUMENT STORAGE	0	0	0	0	0	0	0	0	0
10-5300-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5300-54-53240 ORDINANCE CODIFICATION SVC	3,000	3,000	3,000	6,910	230	-3,910	8,638	2,000	-1,000
10-5300-54-54010 DEV SVCS PASS THRU	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	61,500	61,500	61,500	81,040	132	-19,540	101,300	84,500	23,000

DEBT PAYMENTS

10-5300-55-52245 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5300-55-52311 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	0	0

CAPITAL OUTLAY < \$5K

10-5300-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5300-58-52200 COMPUTER EQUIPMENT PUR	977	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	977	0	0	0	0	0	0	0	0

CAPITAL OUTLAY > \$5K

10-5300-58-52100 OFFICE EQUIPMENT PURCH	2,000	14,000	0	0	0	0	0	0	0
10-5300-58-52200 COMPUTER EQUIPMENT PUR	0	2,000	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	2,000	16,000	0	0	0	0	0	0	0

TOTAL DEVELOPMENT SERVICES EXPENDITURES	272,661	288,661	272,661	276,141	101	-3,479	316,731	398,913	126,252
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MUNICIPAL COURT EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5500-50-50010 SALARIES	115,776	115,776	115,776	81,709	71	34,067	102,136	118,048	2,272
10-5500-50-50050 OVERTIME	1,084	1,084	1,084	4,849	447	-3,765	6,061	5,500	4,416
10-5500-50-50075 LONGEVITY	500	500	500	500	100	0	625	700	200
10-5500-50-50150 MUNICIPAL JUDGES SALAR	13,600	13,600	13,600	11,100	82	2,500	13,875	13,600	0
10-5500-50-50200 EMPLOYER PAID TAXES	8,984	8,984	8,984	6,445	72	2,539	8,056	9,159	176
10-5500-50-50255 WORKERS' COMPENSATION	3,100	3,100	3,100	2,315	75	785	2,893	3,100	0
10-5500-50-50325 HEALTH INSURANCE	18,946	18,946	18,946	13,837	73	5,110	17,296	18,946	0
10-5500-50-50335 HEALTH ASSITANCE	0	0	0	258	0	-258	323	258	258
10-5500-50-50410 EMPLOYER RETIREMENT CO	4,859	4,859	4,859	3,507	72	1,351	4,384	5,238	379
10-5500-50-50520 EMPLOYEE EDUCATION	2,700	2,700	2,700	840	31	1,860	1,050	3,000	300
10-5500-50-50650 INSURANCE ALLOWANCE	0	0	0	0	0	0	0	0	0
10-5500-50-50700 REIMB UNEMPLOYMENT	4,000	4,000	4,000	0	0	4,000	0	4,000	0
TOTAL PERSONNEL	173,549	173,549	173,549	125,360	72	48,189	156,700	181,550	8,001
OPERATING									
10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	0	0	25	0	25	0
10-5500-51-51042 COURT TECHNOLOGY EXPEN	4,000	4,000	4,000	5,545	139	-1,545	6,931	6,500	2,500
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	100	0
10-5500-51-51335 INSURANCE-PROPERTY, CA	0	0	0	0	0	0	0	0	0
10-5500-51-51338 INSURANCE LIABILITY	0	0	0	0	0	0	0	0	0
10-5500-51-51485 MISCELLANEOUS	5,000	5,000	5,000	0	0	5,000	0	2,500	-2,500
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0	100	0	100	0
10-5500-51-51625 POSTAGE/DELIVERY	1,300	1,300	1,300	1,538	118	-238	1,923	1,600	300
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	0	0	320	0	320	0
10-5500-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,357	79	643	2,946	3,000	0
10-5500-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5500-51-51780 TRAVEL	1,300	1,300	1,300	1,039	80	261	1,298	1,500	200
10-5500-51-52100 COURT SECURITY	35	35	35	0	0	35	0	0	-35
10-5500-51-52110 OFFICE EQUIPMENT LEASE	1,100	1,100	1,100	1,145	104	-45	1,432	1,805	705
TOTAL OPERATING	16,280	16,280	16,280	11,624	71	4,656	14,530	17,450	1,170

CONTRACTED SERVICES

10-5500-54-51440 LEGAL FEES	20,000	20,000	20,000	19,503	98	497	24,379	23,000	3,000
10-5500-54-51595 COLLECTION FEES	27,500	27,500	27,500	32,541	118	-5,041	40,676	32,000	4,500
10-5500-54-56010 STATE COURT COST	185,000	185,000	185,000	116,821	63	68,179	146,026	222,000	37,000
10-5500-54-56425 JURY EXPENSE	500	500	500	36	7	464	45	500	0
TOTAL CONTRACTED SERVICES	233,000	233,000	233,000	168,901	72	64,099	211,126	277,500	44,500

CAPITAL OUTLAY < \$5K

10-5500-57-56105 CAP OUTLAY-COURT SECUR	0	0	0	0	0	0	0	1,620	1,620
10-5500-57-56108 CAP OUTLAY-COURT TECH	5,030	5,030	5,030	240	5	4,790	300	0	-5,030
TOTAL CAPITAL OUTLAY < \$5K	5,030	5,030	5,030	240	5	4,790	300	1,620	-3,410

CAPITAL OUTLAY > \$5K

10-5500-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5500-58-56105 CAP OUTLAY-COURT SECUR	14,218	14,218	14,218	9,384	66	4,834	11,731	6,000	-8,218
10-5500-58-56108 CAP OUTLAY-COURT TECH	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	14,218	14,218	14,218	9,384	66	4,834	11,731	6,000	-8,218

TOTAL MUNICIPAL COURT EXPENSES	442,464	443,977	442,077	315,509	71	126,568	394,387	484,120	42,043
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POLICE EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5600-50-50010 SALARIES	1,637,380	1,637,380	1,637,380	1,284,082	78	353,298	1,605,102	1,705,260	67,880
10-5600-50-50050 OVERTIME	64,903	64,903	64,903	19,978	31	44,925	24,973	68,000	3,097
10-5600-50-50075 LONGEVITY PAY	8,500	8,500	8,500	13,100	154	-4,600	16,375	9,900	1,400
10-5600-50-50200 EMPLOYER PAID TAXES	130,875	130,875	130,875	98,918	76	31,957	123,647	136,280	5,405
10-5600-50-50255 WORKERS' COMPENSATION	17,000	17,000	17,000	14,576	86	2,424	18,220	17,000	0
10-5600-50-50325 HEALTH INSURANCE	189,466	189,466	189,466	132,163	70	57,303	165,204	195,781	6,316
10-5600-50-50335 HEALTH ASSISTANCE	238	238	238	258	109	-20	323	258	20
10-5600-50-50410 EMPLOYER RETIREMENT CO	70,784	70,784	70,784	53,693	76	17,090	67,117	77,938	7,154
10-5600-50-50520 EMPLOYEE EDUCATION	15,000	15,000	15,000	11,104	74	3,896	13,880	25,000	10,000
10-5600-50-50700 REIMB UNEMPLOYMENT	4,000	4,000	4,000	0	0	4,000	0	4,000	0
TOTAL PERSONNEL	2,138,146	2,138,146	2,138,146	1,627,872	76	510,274	2,034,840	2,239,417	101,271
OPERATING									
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	0	0	500	0	500	0
10-5600-51-51335 INSURANCE-PROPERTY, CA	650	650	650	488	75	162	609	650	0
10-5600-51-51338 INSURANCE LIABILITY	12,500	12,500	12,500	10,875	87	1,625	13,594	12,500	0
10-5600-51-51485 MISCELLANEOUS	2,500	2,500	2,500	1,895	76	605	2,368	3,000	500
10-5600-51-51603 PERIODICALS & PUBLICAT	500	500	500	421	84	79	526	250	-250
10-5600-51-51610 LICENSING	731	731	731	35	5	696	44	500	-231
10-5600-51-51620 PHYSICALS/DRUG TESTING	2,000	2,000	2,000	499	25	1,501	624	1,500	-500
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	1,253	63	747	1,567	2,000	0
10-5600-51-51635 PROFESSIONAL & MEMBERS	250	250	250	591	236	-341	739	1,100	850
10-5600-51-51743 SUPPLIES-EQUIPMENT	0	0	0	0	0	0	0	0	0
10-5600-51-51746 SUPPLIES-OFFICE	7,800	7,800	7,800	7,947	102	-147	9,934	8,500	700
10-5600-51-51748 SUPPLIES-POLICE SPECIA	15,000	15,000	15,000	10,506	70	4,494	13,132	17,500	2,500
10-5600-51-51780 TRAVEL	5,000	5,000	5,000	5,830	117	-830	7,287	10,000	5,000
10-5600-51-51799 CID SPECIALTY EQUIPMENT	1,000	1,000	1,000	551	55	449	689	5,000	4,000
10-5600-51-51800 UNIFORMS & ACCESSORIES	15,000	15,000	15,000	14,004	93	996	17,504	27,705	12,705
10-5600-51-51801 SAFETY & ACCESSORIES	2,000	2,000	2,000	1,214	61	786	1,518	2,000	0
10-5600-51-51802 AMMO/RANGE	14,500	14,500	14,500	3,665	25	10,835	4,581	26,000	11,500
10-5600-51-51803 HONOR GUARD	5,000	5,000	5,000	581	12	4,419	727	2,500	-2,500
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	6,682	56	5,318	8,352	12,000	0
10-5600-51-52110 OFFICE EQUIPMENT LEASE	6,400	6,400	6,400	4,332	68	2,068	5,415	6,400	0
10-5600-51-52340 FUEL & OIL	52,000	52,000	52,000	52,852	102	-852	66,065	65,000	13,000
10-5600-51-57400 WRECKER SERVICE	500	500	500	315	63	185	394	500	0
10-5600-51-51798 CRIME LAB								18,000	18,000
10-5600-51-51804 CITIZEN POLICE ACADEMY								2,500	2,500
10-5600-51-51805 POLICE BANQUET								2,500	2,500
TOTAL OPERATING	157,831	157,831	157,831	124,535	79	33,296	155,669	228,105	70,274

REPAIRS & MAINTENANCE

10-5600-52-52010 BUILDING REPAIRS & MAI	4,900	4,900	4,900	5,054	103	-154	6,318	15,000	10,100
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	2,939	73	1,061	3,674	4,000	0
10-5600-52-52130 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0	0
10-5600-52-52320 VEHICLE REPAIRS & MAIN	57,500	57,500	57,500	51,480	90	6,020	64,350	62,000	4,500
TOTAL REPAIRS & MAINTENANCE	66,400	66,400	66,400	59,474	90	6,926	74,342	81,000	14,600

CONTRACTED SERVICES

10-5600-54-51440 LEGAL FEES	3,000	3,000	3,000	1,130	38	1,870	1,413	1,500	-1,500
10-5600-54-51502 CONSULTING SERVICES	2,000	2,000	2,000	0				1,000	-1,000
10-5600-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5600-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5600-54-57001 RRS EMERGENCY RADIO SYS	13,675	13,675	13,675	7,852	57	5,823	9,815	15,500	1,825
10-5600-54-57350 EMERGENCY DISPATCH SER	92,583	92,583	92,583	92,583	100	0	115,729	154,492	61,909
TOTAL CONTRACTED SERVICES	111,258	111,258	111,258	101,565	91	9,693	126,957	172,492	61,234

DEBT PAYMENTS

10-5600-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0	0	0	0	0
10-5600-55-52310 VEHICLE LEASE EXPENSE	188,350	188,350	188,350	188,350	100	0	235,438	188,750	400
10-5600-55-52311 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	188,350	188,350	188,350	188,350	100	0	235,438	188,750	400

CAPITAL OUTLAY < \$5K

10-5600-57-57100 ANIMAL CONTROL EQUIPME	4,000	4,000	4,000	887	22	3,113	1,109	7,000	3,000
10-5600-57-57101 OFFICE EQUIP PURCHASE	9,838	9,838	9,838	1,785	18	8,054	2,231	9,800	-38
10-5600-57-57200 SIEZURE FUND EXPENDITU	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	13,838	13,838	13,838	2,672	19	11,166	3,340	16,800	2,962

CAPITAL OUTLAY > \$5K

10-5600-58-52101 PD CONSTRUCTION SITE	25,000	25,000	25,000	0	0	25,000	0	0	-25,000
10-5600-58-52102 PD BUILDING PURCH/REMODEL	0	0	0	0	0	0	0	0	0
10-5600-58-52330 POLICE SPECIALTY EQUIP	15,000	15,000	15,000	0	0	15,000	0	20,000	5,000
10-5600-58-57200 EMERGENCY & VEHICLE EQ	0	0	0	0	0	0	0	0	0
10-5600-58-57300 POLICE COMMUNICATION E	15,000	15,000	15,000	15,682	105	-682	19,603	15,000	0
10-5600-58-58000 GRANT EXPENDITURES	5,000	5,000	5,000	0	0	5,000	0	9,470	4,470
TOTAL CAPITAL OUTLAY > \$5K	60,000	60,000	60,000	15,682	26	44,318	19,603	44,470	-15,530

TOTAL POLICE EXPENDITURES	2,735,823	2,735,823	2,735,823	2,120,151	77	615,672	2,650,189	2,971,033	235,210
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IT EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5700-50-50010 SALARIES	60,144	60,144	60,144	46,208	77	13,936	57,760	60,144	0
10-5700-50-50050 OVERTIME	0	0	0	0	0	0	0	0	0
10-5700-50-50075 LONGEVITY PAY	0	0	0	0	0	0	0	0	0
10-5700-50-50200 EMPLOYER PAID TAXES	4,601	4,601	4,601	3,558	77	1,043	4,447	4,601	0
10-5700-50-50255 WORKERS' COMPENSATION	750	750	750	686	91	64	857	750	0
10-5700-50-50325 HEALTH INSURANCE	6,316	6,316	6,316	4,501	71	1,815	5,626	6,316	0
10-5700-50-50410 EMPLOYER RETIREMENT CO	2,687	2,687	2,687	2,029	76	658	2,537	2,687	0
10-5700-50-50520 EMPLOYEE EDUCATION	3,500	3,500	3,500	0	0	3,500	0	3,500	0
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	3,692	77	1,108	4,615	4,800	0
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	83,297	83,297	83,297	60,674	73	22,624	75,842	83,297	0
OPERATING									
10-5700-51-51625 POSTAGE/DELIVERY	250	250	250	19	8	231	24	250	0
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	550	550	550	0	0	550	0	550	0
10-5700-51-51746 SUPPLIES-OFFICES	1,000	1,000	1,000	258	26	742	323	1,000	0
10-5700-51-51770 TELEPHONE COMMUNICATION	35,368	35,368	35,368	23,882	68	11,486	29,853	36,000	632
10-5700-51-51775 WIRELESS COMMUNICATION	47,677	47,677	47,677	34,807	73	12,870	43,509	60,000	12,323
10-5700-51-51780 TRAVEL	2,300	2,300	2,300	0	0	2,300	0	2,300	0
TOTAL OPERATING	87,145	87,145	87,145	58,967	68	28,178	73,708	100,100	
REPAIRS & MAINTENANCE									
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	0	0	6,085	0	6,085	0
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0	6,085	0	6,085	0
CONTRACTED SERVICES									
10-5700-54-51500 COMPUTER/HARDWARE LEASE	80,000	80,000	80,000	63,759	80	16,242	79,698	0	-80,000
10-5700-54-51501 IT CONSULTING SERVICES	23,500	23,500	23,500	7,493	32	16,008	9,366	23,500	0
10-5700-54-52005 EMERGENCY NOTIFICATION	4,500	4,500	4,500	4,120	92	380	5,150	5,000	500
10-5700-54-52240 SOFTWARE ANNUAL FEES	95,730	95,730	95,730	55,147	58	40,583	68,934	95,730	0
TOTAL CONTRACTED SERVICES	203,730	203,730	203,730	130,518	64	73,212	83,450	124,230	
CAPITAL OUTLAY <\$5K									
10-5700-57-52200 COMPUTER EQUIPMENT	5	5	5	922	18,433	-917	1,152	55,000	54,995
10-5700-57-56105 COURT SECURITY	0	0	0	0	0	0	0	0	0
10-5700-57-56108 COURT TECHNOLOGY	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY<\$5K	5	5	5	922	18,433	-917	1,152	55,000	
CAPITAL OUTLAY >\$5K									
10-5700-58-52200 COMPUTER EQUIPMENT	10,000	10,000	10,000	9,922	99	78	12,402	15,000	5,000
TOTAL CAPITAL OUTLAY>\$K	10,000	10,000	10,000	9,922	99	78	12,402	15,000	
TOTAL IT EXPENDITURES			390,262	261,002	67	129,260		383,712	-6,550

NON-DEPARTMENTAL EXPENDITURES	FY 2012-13 ACTUAL	FY 2013-14 ORIG. BUDGET	FY 2014-15 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2015-16 BUDGET	REQUESTED BUDGET DIFF.
CAPITAL OUTLAY > \$5K									
10-5999-58-60001 TRANSFER TO UF	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0	0	0	0	0
TRANSFERS									
10-5999-59-60000 TRANSFERS TO DSF	0	0	0	0	0	0	0	0	0
10-5999-59-60010 TRANSFERS TO CPF	0	0	0	0	0	0	0	0	0
10-5999-59-60099 AUDIT CLEARING ACCOUNT	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL EXPENDITURES	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	6,750,806	6,769,228	7,141,590	5,427,422	602	1,714,168 0	6,429,227	7,350,521	208,931
REVENUES OVER/(UNDER) EXPENDITURES	-998,771	-1,017,193	-1,266,874	631,727		-1,898,601	1,143,144	-967,837	299,037

**20 -UTILITY FUND
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS
FY 2017-18**

REVENUE SUMMARY	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
<u>WATER</u>									
WATER/SEWER CHARGES	2,222,985	2,222,985	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
OTHER	0	200	0	0	0.0	0	0	-	0
TRANSFERS	0	0	0	0	0.0	0	0	-	0
TOTAL WATER	2,222,985	2,223,185	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
<u>WASTEWATER</u>									
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	-	0
WATER/SEWER CHARGES	1,914,577	1,914,577	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
OTHER	0	100	0	0	0.0	0	0	-	0
TRANSFERS	0	0	0	0	0.0	0	0	-	0
TOTAL WASTEWATER	1,914,577	1,914,677	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
<u>NON-DEPARTMENTAL</u>									
TRANSFERS	437,844	0	0	0	0.0	0	0	-	0
TOTAL NON-DEPARTMENTAL	437,844	0	0	0	0.0	0	0	-	0
TOTAL REVENUES	4,575,406	4,137,862	4,137,562	2,935,331	70.9	1,202,231	3,669,164	3,645,497.13	(492,065)

EXPENDITURE SUMMARY	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
<u>PUBLIC WORKS</u>									
PERSONNEL	315,709	315,709	315,709	250,018	79.2	65,690	312,523	343,409.22	27,701
OPERATING	18,750	18,750	18,750	9,596	51.2	9,154	11,995	21,351.00	2,601
REPAIRS & MAINTENANCE	8,000	8,000	8,000	3,885	48.6	4,115	4,857	8,000.00	0
CONTRACTED SERVICES	200	200	200	0	0.0	200	0	36,330.00	36,130
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	1,402	3,000	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
TOTAL PUBLIC WORKS	344,061	345,659	342,659	263,500	76.9	79,159	329,375	409,090.22	66,432

WATER

PERSONNEL	150,386	150,386	150,386	108,961	72.5	41,425	136,202	306,489.19	156,103	
OPERATING	403,300	403,300	403,300	288,397	71.5	114,903	360,496	401,100.00	(2,200)	
REPAIRS & MAINTENANCE	31,733	32,500	31,500	13,740	43.6	17,760	17,175	46,000.00	14,500	
WATER/WASTEWATER	1,009,305	1,009,305	1,009,305	781,568	77.4	227,737	976,960	1,217,950.00	208,645	
CONTRACTED SERVICES	150	250	150	38	25.1	112	47	150.00	0	
DEBT PAYMENTS	27,400	27,400	27,400	0	0.0	27,400	0	33,960.00	6,560	
CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	2,260	45.2	2,740	2,825	8,500.00	3,500	
CAPITAL OUTLAY > \$5K	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
TOTAL WATER	1,633,774	1,634,641	1,633,541	1,197,289	73.3	436,252	1,496,612	2,014,149.19	380,608	

WASTEWATER

PERSONNEL	155,817	155,817	155,817	87,271	56.0	68,546	109,088	164,517.43	8,701	
OPERATING	174,945	174,945	175,045	118,486	67.7	56,560	148,107	154,845.00	(20,200)	
REPAIRS & MAINTENANCE	48,000	48,000	48,000	19,425	40.5	28,575	24,282	40,000.00	(8,000)	
WATER/WASTEWATER	649,100	649,100	649,100	407,516	62.8	241,584	509,395	651,100.00	2,000	
CONTRACTED SERVICES	9,000	9,000	9,000	745	8.3	8,255	931	9,000.00	0	
DEBT PAYMENTS	18,160	18,160	18,160	7,469	41.1	10,691	9,336	18,160.00	0	
CAPITAL OUTLAY < \$5K								8,500.00		
CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	14,357	71.8	5,643	17,947	15,000.00	(5,000)	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
TOTAL WASTEWATER	1,075,022	1,075,022	1,075,122	655,268	60.9	419,853	819,086	1,061,122.43	(13,999)	

NON-DEPARTMENTAL

CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
TOTAL NON-DEPARTMENTAL	0	0	0	0	0.0	0	0	-	0	

TOTAL EXPENDITURES	3,052,857	3,055,322	3,051,322	2,116,058	69.3	935,264				
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REVENUES OVER/(UNDER) EXPENDITURES	1,522,549	1,082,540	1,086,240	819,273		266,967				
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2,645,072	3,484,361.84	433,040								
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1,024,092	161,135.29	(925,105)								
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**20 -UTILITY FUND
REVENUES**

**PROP. BUDGET WORKSHEETS
FY 2017-18**

75.00% OF YEAR COMPLETE

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
WATER REVENUES									
WATER/SEWER CHARGES									
20-4250-43-42099 CREDIT CARD PAYMENT FEE	9,650.00	9,650.00	9,650.00	28,939	299.9	(19,289)	36,174	20,000.00	10,350
20-4250-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-	0
20-4250-43-43010 WATER SALES	2,011,493.00	2,011,493.00	2,011,493.00	1,130,705	56.2	880,788	1,413,381	1,541,030.17	(470,463)
20-4250-43-43015 BULK WATER SALES	92.00	92.00	92.00	0	0.0	92	0	92.00	0
20-4250-43-43025 LATE FEES WATER	28,000.00	28,000.00	28,000.00	27,723	99.0	277	34,654	28,000.00	0
20-4250-43-43028 RETURN CHECK FEES	1,000.00	1,000.00	1,000.00	910	91.0	90	1,138	1,000.00	0
20-4250-43-43075 WATER TAP FEES	110,000.00	110,000.00	110,000.00	300,000	272.7	(190,000)	375,000	300,000.00	190,000
20-4250-43-43076 WATER METER FEE	250.00	250.00	250.00	0	0.0	250	0	250.00	0
20-4250-43-43080 CONNECTION CHARGES	62,500.00	62,500.00	62,500.00	45,215	72.3	17,285	56,519	62,500.00	0
TOTAL WATER/SEWER CHARGES	2,222,985	2,222,985	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
TOTAL WATER REVENUES	2,222,985	2,223,185	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
WASTEWATER REVENUES									
WATER/SEWER CHARGES									
20-4275-43-41320 SLUDGE DUMP FEES	120,000.00	120,000.00	120,000.00	78,593	65.5	41,407	98,241	120,000.00	0
20-4275-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-	0
20-4275-43-43110 SEWER SERVICE	1,656,277.00	1,656,277.00	1,656,277.00	1,045,042	63.1	611,235	1,306,302	1,397,324.96	(258,952)
20-4275-43-43125 LATE FEES SEWER	28,300.00	28,300.00	28,300.00	26,954	95.2	1,346	33,693	28,300.00	0
20-4275-43-43175 SEWER TAP FEES	110,000.00	110,000.00	110,000.00	251,250	228.4	(141,250)	314,063	147,000.00	37,000
TOTAL WATER/SEWER CHARGES	1,914,577	1,914,577	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
TOTAL WASTEWATER REVENUES	1,914,577	1,914,677	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
TOTAL REVENUES	4,575,406	4,137,862	4,137,562	2,935,331	70.9	1,202,231	3,669,164	3,645,497.13	(492,065)

**20 -UTILITY FUND
EXPENDITURES**

**PROP. BUDGET WORKSHEETS
FY 2017-18**

PUBLIC WORKS EXPENDITURES	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
PERSONNEL									
20-5200-50-50010 SALARIES	242,060.88	242,060.88	242,060.88	191,785	79.2	50,276	239,731	264,149.60	22,089
20-5200-50-50050 OVERTIME	-	-	-	0	0.0	0	0	-	0
20-5200-50-50075 LONGEVITY	4,700.00	4,700.00	4,700.00	8,300	176.6	(3,600)	10,375	5,100.00	400
20-5200-50-50200 EMPLOYER PAID TAXES	18,877.21	18,877.21	18,877.21	15,379	81.5	3,499	19,223	20,566.99	1,690
20-5200-50-50255 WORKERS' COMPENSATION	4,100.00	4,100.00	4,100.00	4,707	114.8	(607)	5,884	5,000.00	900
20-5200-50-50325 HEALTH INSURANCE	25,262.11	25,262.11	25,262.11	17,509	69.3	7,753	21,886	25,262.11	0
20-5200-50-50335 HEALTH ASSISTANCE	-	-	-	258			323	258.35	258
20-5200-50-50410 EMPLOYER RETIREMENT CO	10,408.33	10,408.33	10,408.33	8,328	80.0	2,080	10,410	11,972.17	1,564
20-5200-50-50520 EMPLOYEE EDUCATION	1,500.00	1,500.00	1,500.00	60	4.0	1,440	75	2,300.00	800
20-5200-50-50650 VEHICLE ALLOWANCE	4,800.00	4,800.00	4,800.00	3,692	76.9	1,108	4,615	4,800.00	0
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	4,000.00	0
TOTAL PERSONNEL	315,709	315,709	315,709	250,018	79.2	65,690	312,523	343,409.22	27,701
OPERATING									
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICATION	3,000.00	3,000.00	3,000.00	828	27.6	2,172	1,035	3,000.00	0
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	-	-	-	1	0.0	(1)	1	1.00	1
20-5200-51-51012 SAFETY & ACCESSORIES	100.00	100.00	100.00	126	126.4	(26)	158	1,000.00	900
20-5200-51-51040 BAD DEBTS	-	-	-	0	0.0	0	0	-	0
20-5200-51-51335 INSURANCE-PROPERTY, CA	-	-	-	0	0.0	0	0	-	0
20-5200-51-51338 INSURANCE LIABILITY	-	-	-	0	0.0	0	0	-	0
20-5200-51-51485 MISCELLANEOUS	1,000.00	1,000.00	1,000.00	447	44.7	553	559	1,500.00	500
20-5200-51-51610 LICENSES	400.00	400.00	400.00	111	27.8	289	139	400.00	0
20-5200-51-51620 PHYSICALS/DRUG TESTING	150.00	150.00	150.00	0	0.0	150	0	150.00	0
20-5200-51-51625 POSTAGE/DELIVERY	400.00	400.00	400.00	17	4.1	383	21	400.00	0
20-5200-51-51635 PROFESSIONAL & MEMBERS	200.00	200.00	200.00	0	0.0	200	0	200.00	0
20-5200-51-51740 SUPPLIES-CHEMICAL & MA	-	-	-	0	0.0	0	0	-	0
20-5200-51-51743 SUPPLIES-EQUIPMENT	-	-	-	0	0.0	0	0	-	0
20-5200-51-51746 SUPPLIES-OFFICE	5,000.00	5,000.00	5,000.00	4,288	85.8	712	5,360	5,500.00	500
20-5200-51-51780 TRAVEL	500.00	500.00	500.00	0	0.0	500	0	1,200.00	700
20-5200-51-51800 UNIFORMS & ACCESSORIES	-	-	-	68	0.0	(68)	85	1,500.00	1,500
20-5200-51-51813 UTILITIES-ELECTRIC BLU	5,000.00	5,000.00	5,000.00	2,446	48.9	2,554	3,057	3,500.00	(1,500)
20-5200-51-51817 UTILITIES-NATURAL GAS	-	-	-	0	0.0	0	0	-	0
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000.00	3,000.00	3,000.00	1,265	42.2	1,735	1,581	3,000.00	0
TOTAL OPERATING	18,750	18,750	18,750	9,596	51.2	9,154	11,995	21,351.00	2,601

REPAIRS & MAINTENANCE

20-5200-52-52010 BUILDING REPAIRS & MAI	5,000.00	5,000.00	5,000.00	1,115	22.3	3,885	1,394	5,000.00	0
20-5200-52-52012 CLEANING & MAINTENANCE	3,000.00	3,000.00	3,000.00	2,770	92.3	230	3,463	3,000.00	0
20-5200-52-52130 OFFICE EQUIPMENT REPAI	-	-	-	0	0.0	0	0	-	0
20-5200-52-52220 COMPUTER EQUIPMENT- MN	-	-	-	0	0.0	0	0	-	0
20-5200-52-52240 SOFTWARE ANNUAL FEES	-	-	-	0	0.0	0	0	-	0
TOTAL REPAIRS & MAINTENANCE	8,000	8,000	8,000	3,885	48.6	4,115	4,857	8,000.00	0

CONTRACTED SERVICES

20-5200-54-51001 CONSULTANT FEES - RATE STUDY	0	0	0	0	0.0	0	0	36,330.00	36,330
20-5200-54-51165 ENGINEERING/PLANNING SVCS	100	100	100	0	0.0	100	0	-	(100)
20-5200-54-51440 LEGAL FEES	100	100	100	0	0.0	100	0	-	(100)
20-5200-54-51501 I/T CONSULTANT SERVICES	0	0	0	0	0.0	0	0	-	0
20-5200-54-51590 DOCUMENT STORAGE	0	0	0	0	0.0	0	0	-	0
TOTAL CONTRACTED SERVICES	200	200	200	0	0.0	200	0	36,330.00	36,130

TOTAL PUBLIC WORKS EXPENDITURES	344,061	345,659	342,659	263,500	76.9	79,159	329,375	409,090.22	66,432
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WATER EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
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PERSONNEL

20-5250-50-50010 SALARIES	102,559.86	102,559.86	102,559.86	72,903	71.1	29,657	91,128	248,167.84	145,608
20-5250-50-50050 OVERTIME	4,358.79	4,358.79	4,358.79	4,374	100.4	(16)	5,468	6,020.48	1,662
20-5250-50-50075 LONGEVITY PAY	1,500.00	1,500.00	1,500.00	3,200	213.3	(1,700)	4,000	1,700.00	200
20-5250-50-50200 EMPLOYER PAID TAXES	8,294.03	8,294.03	8,294.03	5,931	71.5	2,363	7,414	11,412.18	3,118
20-5250-50-50255 WORKERS' COMPENSATION	4,500.00	4,500.00	4,500.00	4,287	95.3	213	5,359	5,400.00	900
20-5250-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	13,104	69.2	5,843	16,380	25,262.11	6,316
20-5250-50-50410 EMPLOYER RETIREMENT CO	4,727.05	4,727.05	4,727.05	3,373	71.4	1,354	4,217	6,526.58	1,800
20-5250-50-50520 EMPLOYEE EDUCATION	1,500.00	1,500.00	1,500.00	1,554	103.6	(54)	1,943	2,000.00	500
20-5250-50-50700 REIMB UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	235	5.9	3,765	294	-	(4,000)
TOTAL PERSONNEL	150,386	150,386	150,386	108,961	72.5	41,425	136,202	306,489.19	156,103

OPERATING

20-5250-51-51010 ADVERTISING	-	-	-	0	0.0	0	0	-	0
20-5250-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	72	72.0	28	90	100.00	0
20-5250-51-51335 INSURANCE-PROPERTY, CA	12,700.00	12,700.00	12,700.00	8,775	69.1	3,925	10,969	12,700.00	0
20-5250-51-51338 INSURANCE LIABILITY	1,100.00	1,100.00	1,100.00	2,250	204.5	(1,150)	2,813	3,000.00	1,900
20-5250-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	-	0
20-5250-51-51610 PERMITS & LICENSES	6,000.00	6,000.00	6,000.00	5,804	96.7	196	7,255	6,000.00	0
20-5250-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	35	11.7	265	44	150.00	(150)
20-5250-51-51635 PROFESSIONAL & MEMBERS	300.00	300.00	300.00	0	0.0	300	0	300.00	0
20-5250-51-51740 SUPPLIES - CHEMICALS &	32,000.00	32,000.00	32,000.00	19,410	60.7	12,590	24,262	25,000.00	(7,000)
20-5250-51-51743 SUPPLIES-EQUIPMENT	3,000.00	3,000.00	3,000.00	2,155	71.8	845	2,694	2,000.00	(1,000)
20-5250-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	-	0
20-5250-51-51747 METER PURCHASE	300,000.00	300,000.00	300,000.00	213,292	71.1	86,708	266,615	300,000.00	0
20-5250-51-51780 TRAVEL	500.00	500.00	500.00	211	42.2	289	264	1,000.00	500
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,200.00	2,200.00	2,200.00	2,229	101.3	(29)	2,786	2,250.00	50
20-5250-51-51809 R.O.W FEES	600.00	600.00	600.00	0	0.0	600	0	600.00	0
20-5250-51-51810 UTILITIES-ELECTRIC AUS	24,000.00	24,000.00	24,000.00	17,533	73.1	6,467	21,916	25,000.00	1,000
20-5250-51-51813 UTILITIES-ELECTRIC BLU	10,000.00	10,000.00	10,000.00	10,291	102.9	(291)	12,863	15,000.00	5,000
20-5250-51-51815 UTILITIES-ELECTRIC TX	-	-	-	0	0.0	0	0	-	0
20-5250-51-52340 FUEL & OIL	5,000.00	5,000.00	5,000.00	3,711	74.2	1,289	4,639	4,000.00	(1,000)
20-5250-51-52440 EQUIPMENT RENTAL	500.00	500.00	500.00	0	0.0	500	0	500.00	0
20-5250-51-53010 TESTING WATER AND WAST	5,000.00	5,000.00	5,000.00	2,629	52.6	2,371	3,287	3,500.00	(1,500)
TOTAL OPERATING	403,300	403,300	403,300	288,397	71.5	114,903	360,496	401,100.00	(2,200)

REPAIRS & MAINTENANCE

20-5250-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	762	30.5	1,738	953	2,500.00	0
20-5250-52-52320 VEHICLE REPAIRS & MAIN	4,000.00	4,000.00	4,000.00	1,487	37.2	2,513	1,859	2,500.00	(1,500)
20-5250-52-52430 MACHINERY EQUIPMENT-RE	5,000.00	5,000.00	5,000.00	4,097	81.9	903	5,122	6,000.00	1,000
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	20,000.00	20,000.00	20,000.00	7,393	37.0	12,607	9,241	35,000.00	15,000
TOTAL REPAIRS & MAINTENANCE	31,733	32,500	31,500	13,740	43.6	17,760	17,175	46,000.00	14,500

WATER/WASTEWATER

20-5250-53-53030 WATER FEES-AUSTIN	450.00	450.00	450.00	308	68.4	142	384	450.00	0
20-5250-53-53040 WATER FEES-MANVILLE	245,000.00	245,000.00	245,000.00	237,981	97.1	7,019	297,477	360,000.00	115,000
20-5250-53-53050 WATER FEES-BLUEWATER	746,355.00	746,355.00	746,355.00	530,525	71.1	215,830	663,156	840,000.00	93,645
20-5250-53-53060 WELL ROYALTIES-FOWLER	12,500.00	12,500.00	12,500.00	9,665	77.3	2,835	12,082	12,500.00	0
20-5250-53-53070 WELL ROYALTIES-LEE	5,000.00	5,000.00	5,000.00	3,089	61.8	1,911	3,862	5,000.00	0
TOTAL WATER/WASTEWATER	1,009,305	1,009,305	1,009,305	781,568	77.4	227,737	976,960	1,217,950.00	208,645

CONTRACTED SERVICES

20-5250-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0.0	0	0	-	0
20-5250-54-51440 LEGAL FEES	0	0	0	0	0.0	0	0	-	0
20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	38	25.1	112	47	150.00	0
TOTAL CONTRACTED SERVICES	150	250	150	38	25.1	112	47	150.00	0

DEBT PAYMENTS

20-5250-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0.0	0	0	-	0
20-5250-55-52299 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-55-52310 VEHICLE LEASE EXPENSE	27,400	27,400	27,400	0	0.0	27,400	0	15,000.00	(12,400)
20-5250-55-52311 LEASE INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0.0	0	0	18,960.00	18,960
20-5250-55-6000 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
TOTAL DEBT PAYMENTS	27,400	27,400	27,400	0	0.0	27,400	0	33,960.00	6,560

CAPITAL OUTLAY < \$5K

20-5250-57-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	3,500.00	3,500
20-5250-57-52450 TOOLS	5,000	5,000	5,000	2,260	45.2	2,740	2,825	5,000.00	0
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	2,260	45.2	2,740	2,825	8,500.00	3,500

CAPITAL OUTLAY > \$5K

20-5250-58-52000 TRAVIS HOBBS CONSTRUCTION				0					
20-5250-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-	0
20-5250-58-52400 MACHINERY EQUIPMENT-PU	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)
20-5250-58-53090 IMPACT FEES-WATER	0	0	0	0	0.0	0	0	-	0
20-5250-58-5770 DEPRECIATION EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-58-58001 CAP PROJECTS- AUSTIN W	0	0	0	0	0.0	0	0	-	0
20-5250-58-58002 CAP PROJECTS- CARRIAGE	0	0	0	0	0.0	0	0	-	0
20-5250-58-58003 MASTER WATER PLAN	0	0	0	0	0.0	0	0	-	0
TOTAL CAPITAL OUTLAY > \$5K	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)

TOTAL WATER EXPENDITURES	1,633,774	1,634,641	1,633,541	1,197,289	73.3	436,252	1,496,612	2,014,149.19	380,608
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WASTEWATER EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
20-5275-50-50010 SALARIES	102,559.86	102,559.86	102,559.86	59,998	58.5	42,562	74,997	109,871.84	7,312
20-5275-50-50050 OVERTIME	11,794.38	11,794.38	11,794.38	7,318	62.0	4,476	9,148	12,635.26	841
20-5275-50-50075 LONGEVITY PAY	1,100.00	1,100.00	1,100.00	1,100	100.0	0	1,375	1,300.00	200
20-5275-50-50200 EMPLOYER PAID TAXES	8,832.25	8,832.25	8,832.25	5,026	56.9	3,806	6,283	9,455.94	624
20-5275-50-50255 WORKERS' COMPENSATION	2,300.00	2,300.00	2,300.00	1,972	85.7	328	2,465	2,300.00	0
20-5275-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	9,002	47.5	9,945	11,252	18,946.58	0
20-5275-50-50410 EMPLOYER RETIREMENT CO	5,033.81	5,033.81	5,033.81	2,795	55.5	2,239	3,494	5,407.81	374
20-5275-50-50520 EMPLOYEE EDUCATION	1,250.00	1,250.00	1,250.00	60	4.8	1,190	75	600.00	(650)
20-5275-50-50700 UNEMPLOYMENT CLAIMS	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	4,000.00	0
TOTAL PERSONNEL	155,817	155,817	155,817	87,271	56.0	68,546	109,088	164,517.43	8,701
OPERATING									
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	0	0.0	100	0	100.00	0
20-5275-51-51320 INDUSTRIAL WASTE FEES	-	-	-	0	0.0	0	0	-	0
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800.00	9,800.00	9,800.00	6,750	68.9	3,050	8,438	9,800.00	0
20-5275-51-51338 INSURANCE LIABILITY	2,995.00	2,995.00	2,995.00	2,250	75.1	745	2,813	2,995.00	0
20-5275-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	-	0
20-5275-51-51603 PERIODICALS & PUBLICAT	100.00	100.00	100.00	0	0.0	100	0	100.00	0
20-5275-51-51610 PERMITS & LICENSES	5,000.00	5,000.00	5,000.00	5,480	109.6	(480)	6,849	5,500.00	500
20-5275-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	300.00	0
20-5275-51-51635 PROFESSIONAL & MEMBERS	150.00	150.00	150.00	0	0.0	150	0	150.00	0
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	50,000.00	50,000.00	50,000.00	32,434	64.9	17,566	40,543	5,000.00	(45,000)
20-5275-51-51740 SUPPLIES CHEMICALS								25,000.00	
20-5275-51-51743 SUPPLIES-EQUIPMENT	500.00	500.00	500.00	125	25.0	375	156	-	(500)
20-5275-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	-	0
20-5275-51-51770 TELEPHONE, COMMUNICATI	-	-	-	0	0.0	0	0	-	0
20-5275-51-51775 WIRELESS COMMUNICATI	-	-	-	0	0.0	0	0	-	0
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,200.00	1,200.00	1,200.00	865	72.1	335	1,082	1,000.00	(200)
20-5275-51-51809 R.O.W. FEES	600.00	600.00	600.00	562	93.7	38	703	600.00	0
20-5275-51-51813 UTILITIES-ELECTRIC BLU	93,000.00	93,000.00	93,000.00	60,888	65.5	32,112	76,110	93,000.00	0
20-5275-51-51815 UTILITIES-ELECTRIC TX	5,800.00	5,800.00	5,800.00	3,781	65.2	2,019	4,726	5,800.00	0
20-5275-51-52340 FUEL & OIL	5,500.00	5,500.00	5,500.00	5,351	97.3	150	6,688	5,500.00	0
TOTAL OPERATING	174,945	174,945	175,045	118,486	67.7	56,560	148,107	154,845.00	(20,200)
REPAIRS & MAINTENANCE									
20-5275-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	2,332	93.3	168	2,915	2,500.00	0
20-5275-52-52320 VEHICLE REPAIRS & MAIN	3,500.00	3,500.00	3,500.00	578	16.5	2,922	723	2,500.00	(1,000)
20-5275-52-52430 MACHINERY EQUIPMENT-RE	10,000.00	10,000.00	10,000.00	7,293	72.9	2,707	9,117	10,000.00	0
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	32,000.00	32,000.00	32,000.00	9,222	28.8	22,778	11,527	25,000.00	(7,000)
TOTAL REPAIRS & MAINTENANCE	48,000	48,000	48,000	19,425	40.5	28,575	24,282	40,000.00	(8,000)

WATER/WASTEWATER

20-5275-53-53010 TESTING WATER AND WAST	18,000	18,000	18,000	13,644	75.8	4,356	17,055	20,000.00	2,000
20-5275-53-53040 WATER FEES-MANVILLE	1,100	1,100	1,100	344	31.3	756	430	1,100.00	0
20-5275-53-53160 WASTEWATER FEES-AUSTIN	630,000	630,000	630,000	393,527	62.5	236,473	491,909	630,000.00	0
20-5275-53-53165 IMPACT FEES- CITY OF	0	0	0	0	0.0	0	0	-	0
TOTAL WATER/WASTEWATER	649,100	649,100	649,100	407,516	62.8	241,584	509,395	651,100.00	2,000

CONTRACTED SERVICES

20-5275-54-53150 SLUDGE DISPOSAL	9,000	9,000	9,000	745	8.3	8,255	931	9,000.00	0
TOTAL CONTRACTED SERVICES	9,000	9,000	9,000	745	8.3	8,255	931	9,000.00	0

DEBT PAYMENTS

20-5275-55-52310 VEHICLE LEASE EXPENSE	18,160	18,160	18,160	7,469	41.1	10,691	9,336	18,160.00	0
TOTAL DEBT PAYMENTS	18,160	18,160	18,160	7,469	41.1	10,691	9,336	18,160.00	0

CAPITAL OUTLAY < \$5K

20-5275-57-52400 MACHINERY EQUIPMENT-PURCHASES	5,000	5,000	5,000	1,820	36.4	3,180	2,275	5,000.00	0
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	1,820	36.4	3,180	2,275	5,000.00	0

CAPITAL OUTLAY > \$5K

20-5275-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-	0
20-5275-58-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	-	0
20-5275-58-52400 MACHINERY EQUIPMENT-PU	0	0	0	0	0.0	0	0	-	0
20-5275-58-52410 CAPITAL OUTLAY	20,000	20,000	20,000	14,357	71.8	5,643	17,947	15,000.00	(5,000)
TOTAL CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	14,357	71.8	5,643	17,947	15,000.00	(5,000)

TOTAL WASTEWATER EXPENDITURES	1,075,022	1,075,022	1,075,122	657,088	61.1	418,033	819,086	1,057,622.43	(17,499)
TOTAL EXPENDITURES	3,052,857	3,055,322	3,051,322	2,117,878	69.4	933,444	2,645,072	3,480,861.84	429,540
REVENUES OVER/(UNDER) EXPENDITURES	1,522,549	1,082,540	1,086,240	817,453		268,787	1,024,092	164,635.29	(921,605)



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Lydia M. Collins, Director of Finance

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

ordinance

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2017, and ending September 30, 2018 with the following motion: "I move that the property tax rate be decreased by the adoption of a tax rate of \$0.7722 on each \$100.00 valuation of property, which is effectively an .21% percent decrease in the tax rate."

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

ORDINANCE NO. 489

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND ESTABLISHING WHEN TAXES SHALL BECOME DUE AND SAME SHALL BECOME DELINQUENT, IF NOT PAID.

WHEREAS, the City Council of the City of Manor, Texas approved the annual budget for the municipality's fiscal year beginning October 1, 2017, and ending September 30, 2018; and

WHEREAS, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, real and personal, within the corporate limits of the City of Manor, Texas in accordance with such annual budget and the Texas Tax Code; and

WHEREAS, the City Council conducted two public hearings to discuss a proposal to increase total tax revenues on August 16, 2017 and September 6, 2017, as provided by law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Manor, Texas (herein the "City") and to provide an Interest and Sinking Fund for the fiscal year 2017-2018, upon all property, real, and personal, and mixed, within the corporate limits of said City on January 1, 2017 subject to taxation, a tax of **\$0.7722** on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

A. For the maintenance and operations of the municipal government (General Fund), **\$0.4132** on each \$100.00 valuation of property; and

B. For the debt service of the municipality (Interest and Sinking Fund), **\$0.3590** on each \$100.00 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE DECREASED BY .21% PERCENT. AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$152,429 HOME BY APPROXIMATELY \$137.72.

Section 2. Taxes levied under this Ordinance shall be due October 1, 2017 and, if not paid on or before February 1, 2018, shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor-Collector, as the assessor and collector for the City, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and Ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be apportioned to the General Fund of the City. All delinquent taxes shall bear interest at the rate prescribed by State law.

Section 4. This Ordinance shall take effect and be in full force from and after its passage.

PASSED, ADOPTED, AND APPROVED on this 20th day of September, 2017.

The motion to adopt was made by Councilmember _____, with the following language: "I move that the property tax rate be decreased by the adoption of a tax rate of \$0.7722 on each \$100.00 valuation of property, which is effectively a .21% percent decrease in the tax rate."

The motion was seconded by Councilmember _____, and the result of the vote by the Council was _____ FOR, _____ AGAINST, and _____ ABSTAINING.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a professional service agreement to conduct the market study for the EntradaGlen Project.

BACKGROUND/SUMMARY:

Prior to any consideration for approval by council for a Public Improvement District (PID) Feasibility/Market Studies are necessary. The Developers by agreement will pay the fees for consultants the city engages to perform these tasks. Based on recommendations by our Financial Consultant (Chris Lane) and others I have selected TXP to prepare the studies for Council Consideration. We received two proposals for consideration. The developers are anxious to have a company selected so that their costs can be reviewed, assessed and responded to in a timely manner.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a professional service agreement to conduct the market study for the EntradaGlen Project.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional consultant services ("Agreement") is made and entered into this 20th, day of September, 2017, by and between the City of Manor, Texas, hereinafter referred to as the "CLIENT," and TXP, a Texas Corporation, hereinafter referred to as the "CONSULTANT."

ARTICLE I **CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional consulting services to conduct a market study related to a development project of approximately 323 acres of land in the City of Manor consisting of a mixed-use master planned community, which includes residential and commercial uses, to be known as EntradaGlen with discussions underway of using a Public Improvement District (PID) to assist in the financing of public infrastructure ("Project"), said services as further described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in accordance with the terms of this Agreement and for the consideration stated. The CONSULTANT covenants and agrees to perform the services in a professional manner. The CONSULTANT shall complete the Scope of Services and shall submit reports to the CLIENT as required.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by a professional under similar circumstances for the preparation of a market study and to which the Agreement applies.

ARTICLE II **SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional services related to the preparation of a market study for the Project as set forth in **Exhibit "A" – Scope of Services**, which is attached and made a part of this Agreement.

ARTICLE III **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with Subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written Agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV
SUPPORT SERVICES

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a reasonable period of time so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.

ARTICLE V
TIME OF PERFORMANCE

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement.
- 5.2 The CONSULTANT shall complete the services described in Article II, Scope of Services as follows unless terminated, or unless the Scope of Services and Time of Performance are changed in accordance with Article X, Changes or Termination:

Preliminary results and a draft report will be available three (3) weeks from the execution of this Agreement, with revisions provided within one (1) week of receipt of comments from the Client.

- 5.3 The completion schedule set forth in Paragraph 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be made in writing and approved by the CLIENT. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, or March 31, 2018, whichever comes first, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT a fee on an hourly

basis at a blended rate of \$275 per hour. The CONSULTANT will bill at this hourly rate not to exceed forty-five (45) hours without Client approval. This fee includes all “normal” costs of doing business (such as, phone, fax, and routine copying costs). The maximum amount of hours may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, time of performance delays, or increase or decrease in the complexity or character of the work.

- 6.2 Payment shall be made by the CLIENT monthly upon receipt of a statement of the CONSULTANT’s authorized cost of performing the required work. Each request for payment shall include a progress report stating the completion of work accomplished during the billing period and to date. Each invoice is due and payable by the CLIENT within thirty (30) days following the date of receipt by the CLIENT.
- 6.3 The terms of this Agreement are contingent upon the deposit of sufficient funds by the developer of the Project and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient funds are not deposited by the developer and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. The CLIENT's decision as to whether sufficient funds are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII

PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with three (3) copies of the final market study report.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII

PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof, except as allowed in Section 3.1 of this Agreement.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.
- 9.3 The CONSULTANT hereby verifies that the CONSULTANT does not boycott Israel and will not boycott Israel through the term of this Agreement. In making this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely manner and proper manner its obligation under this Agreement. A signed, written notice of such termination shall be delivered to the other party by registered or certified mail and such termination shall take effect ten (10) days after the notice is deposited in the mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
- (b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or

certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

- 10.3 Upon receipt of a notice of termination under any of the conditions under Section 10.2, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination. Data and study products prepared by the CONSULTANT under this Agreement shall be delivered to the CLIENT if requested.
- 10.4 Upon the conditions specified in Section 10.3 is met, the CLIENT shall promptly pay the CONSULTANT allowable costs incurred, less previous payments. The CLIENT will only be obligated to compensate the CONSULTANT in a just and equitable manner for those services performed prior to the effective date of termination and upon the CONSULTANT'S submitting a statement of actual services performed and payment requested.
- 10.5 Notwithstanding the provisions of Section 10.4 above, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of the Agreement by the CONSULTANT.

ARTICLE XI

CONFIDENTIALITY

- 11.1 Any information determined to be confidential that is provided to or developed by the CONSULTANT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII

INSPECTION OF RECORDS

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three (3) years after the expiration of this Agreement. The accounts and records of the CONSULTANT will be available upon request in a timely manner for review or for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII
INDEMNIFICATION

- 13.1 CONSULTANT hereby expressly agrees to indemnify, protect and hold harmless CLIENT, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, error or omission of CONSULTANT or any of its subconsultants in connection with the performance of services under this Agreement, or failure to pay a subconsultant committed by CONSULTANT or CONSULTANT's agent, subconsultant under contract, or another entity over which CONSULTANT exercises control; provided, however, CONSULTANT shall not be responsible for the negligence of any other party, other than its subconsultants. This provision shall survive termination and/or completion of this Agreement.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- 14.1 Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Venue for all actions brought pursuant to this Agreement is in Travis County, Texas; and all parties consent to Travis County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.
- 14.4 If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

- 14.5 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Tom Bolt, City Manager
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

CONSULTANT: Jon Hockenyos, President
TXP
1310 South 1st Street, Suite 105
Austin, Texas 78704

- 14.6 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.7 The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.10 Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.

- 14.11 In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.12 This Agreement is performed in Manor, Texas, and is subject to all applicable Federal and State laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.
- 14.13 In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.
- 14.14 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals in Manor, Texas.

CITY OF MANOR

TXP

By: _____
Rita G. Jonse, Mayor

By: _____
Jon Hockenyos, President

ATTEST:

Lluvia Tijerina
City Secretary

EXHIBIT "A"

SCOPE OF SERVICES

The CONSULTANT will perform the following services for the CLIENT:

- Evaluate the market demand for the proposed Project, including testing the assumptions on demand and price points at buildout:
 - Review patterns of development in the market area, including both number of units/square footage by land use and unit/square footage prices ;
 - Create forecasts of economic and demographic variables that drive demand;
 - Calculate demand for this individual project as a share of estimated market area demand over time;
 - Determine a market-based absorption schedule for the project based on above;
- Estimate ad valorem property value and retail sales base for the Project:
 - Using schedule and values above, calculate ad valorem property base
 - Based on local and national benchmarks on sales per square foot by land use, estimate total retail sales, and then determine taxable v. non-taxable mix.
- Calculate indirect economic implications of the Project to the local economy:
 - Calculate expected direct employment based on land use
 - Use appropriate input-output model to estimate secondary effects
- Provide technical assistance with evaluating the benefits and costs of the Project to Manor;
- Provide additional analytical support to the development of a financing structure (*if needed*); and,
- Present findings to appropriate audiences (*if needed*).

The CLIENT agrees to provide the CONSULTANT with as much information as available related to the proposed Project parameters and timing. The CONSULTANT will make itself available on an as-needed basis to the Client during and after the Project.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

BACKGROUND/SUMMARY:

This is the annexation of 1,756.97 acres of which approximately 987.25 will be in the city's full purpose jurisdiction with the remainder entering into development agreements. This item was postponed at the September 6, 2017, City Council meeting.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance 483

Exhibit A - Tracts Combined

Exhibit B - Municipal Service Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. 483

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING LAND LOCATED IN TRAVIS COUNTY, TEXAS THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS; the property is adjacent to the present city limits and contiguous with the city limits;

WHEREAS; two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

WHEREAS; notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

WHEREAS; the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

Section 2. That the land described in Exhibit “A” (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

Section 6. That the Annexed Property shall be temporarily zoned District “A” as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

Section 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passes was open to the public as required and that public notice of the time, place, and purpose of said meeting was given required by the Opens Meeting Act, *Chapt. 551, Tex. Gov’t Code*.

PASSED AND APPROVED on First Reading this the 16th day of August, 2017

FINALLY PASSED AND APPROVED on this the 20th day of September, 2017

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

EXHIBIT “A”

Property description:

EXHIBIT “B”

Approved municipal Service Plan

TRACT 1: (+/- 62.94 Ac.)

TRACT 2: (+/- 0.99 Ac.)

TRACT 3: 1,002' Strip (+/- 152.73 Ac.)

TRACT 4: (+/- 241.52 Ac.)

TRACT 5: (+/- 30.61 Ac.)

TRACT 6: 1,002' Strip (+/- 68.81 Ac.)

TRACT 6A: 1,002' Strip (+/- 31.29 Ac.)

TRACT 7: NONE

TRACT 8: 1,002' Strip (+/- 128.94 Ac.)

TRACT 9: 1,002' Strip (+/- 80.92 Ac.)

TRACT 10: (+/- 29.66 Ac.)

TRACT 11: (+/- 8.93 Ac.)

TRACT 12: (+/- 36.10 Ac.)

TRACT 13: (+/- 35.61 Ac.)

TRACT 14: (+/- 35.47 Ac.)

TRACT 15: (+/- 3.46 Ac.)

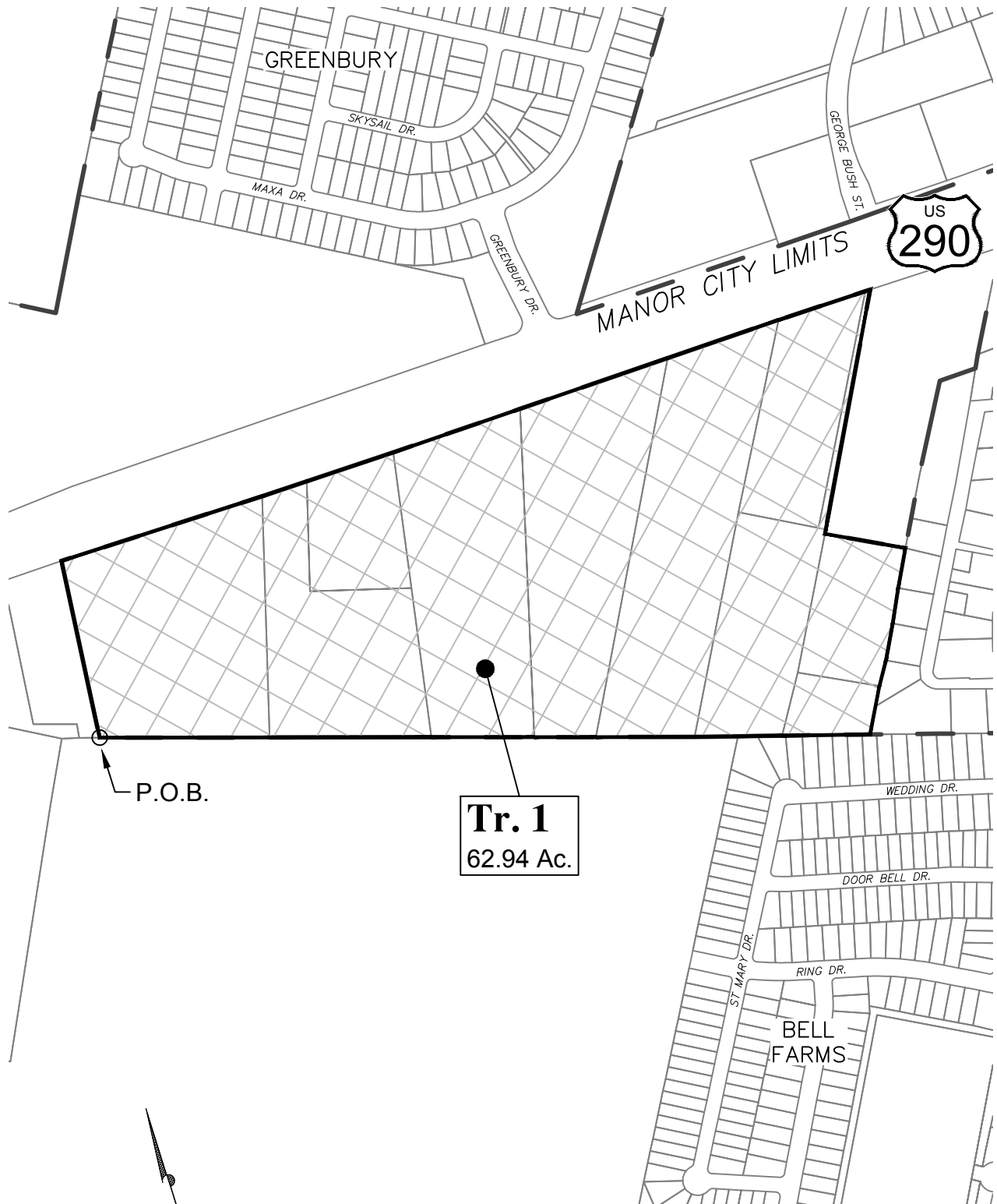
TRACT 16: NONE

TRACT 17: (+/- 3.48 Ac.)

TRACT 18: NONE

TRACT 19: (+/- 101.36 Ac.)

TOTAL: 1,052.82



SCALE: 1" = 500'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 258-3882 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR
TRACT 1

ENGINEER
Frank T. Phelan, P.E.

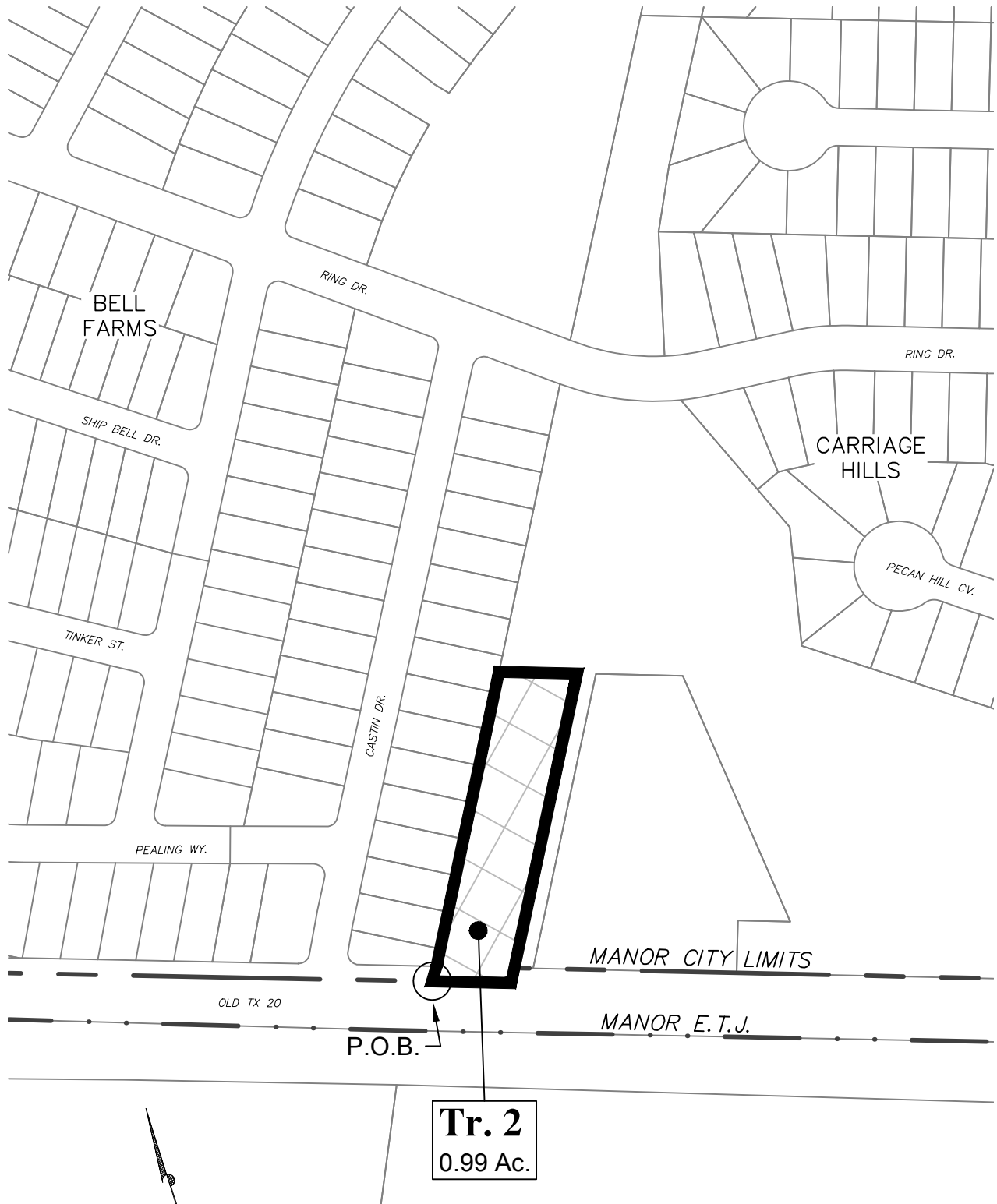
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05/30/17


DRAWN BY.
VDI

PROJECT NO.
100-900-10

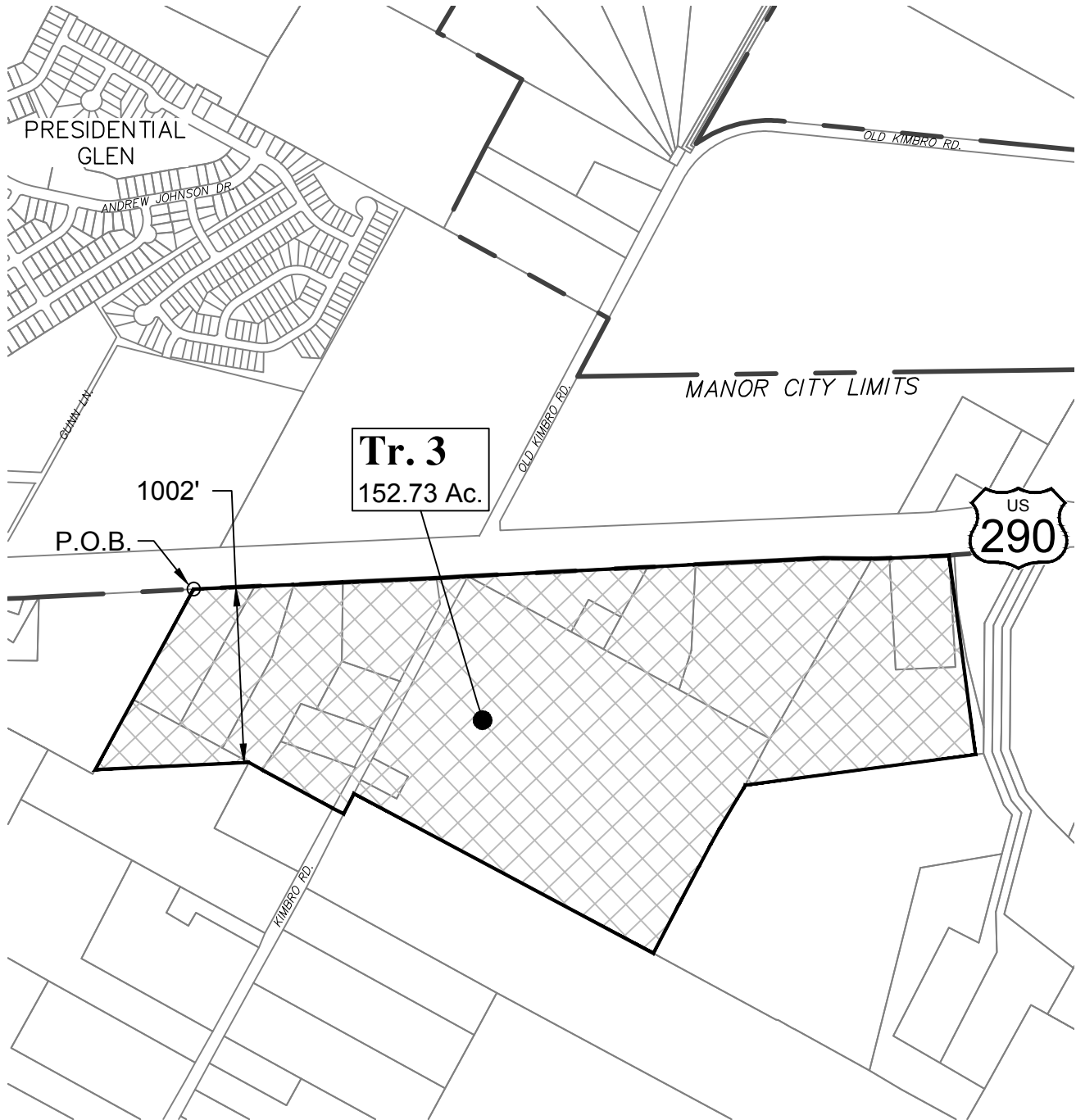
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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3852 Fax: (512) 255-8216 Texas Registered Engineering Firm F-4780		CITY OF MANOR		
		TRACT 2		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

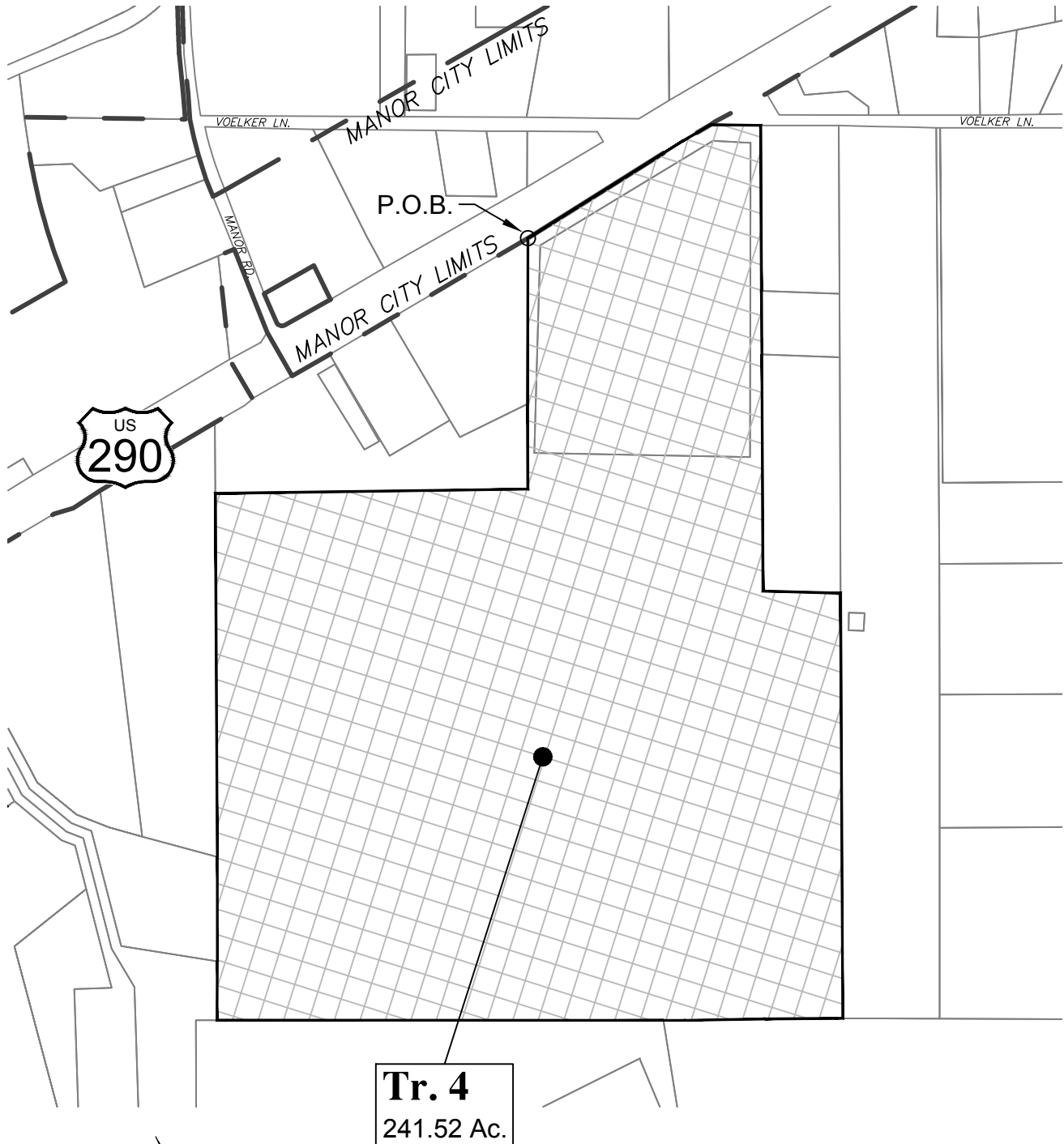
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SCALE: 1" = 900'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 3			
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

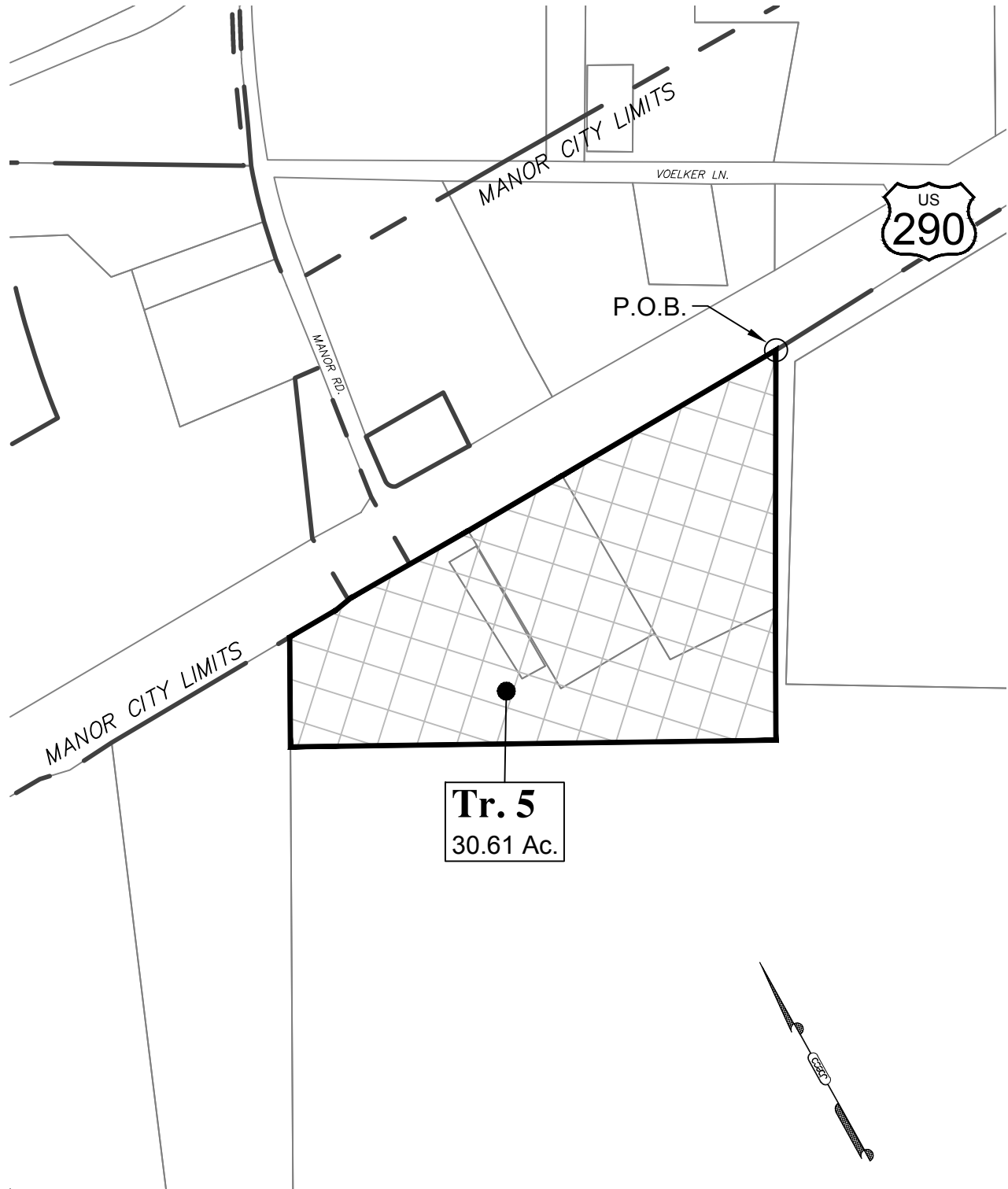
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SCALE: 1" = 800'


 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 4			
ENGINEER Frank T. Phelan, P.E.	DATE 05/30/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

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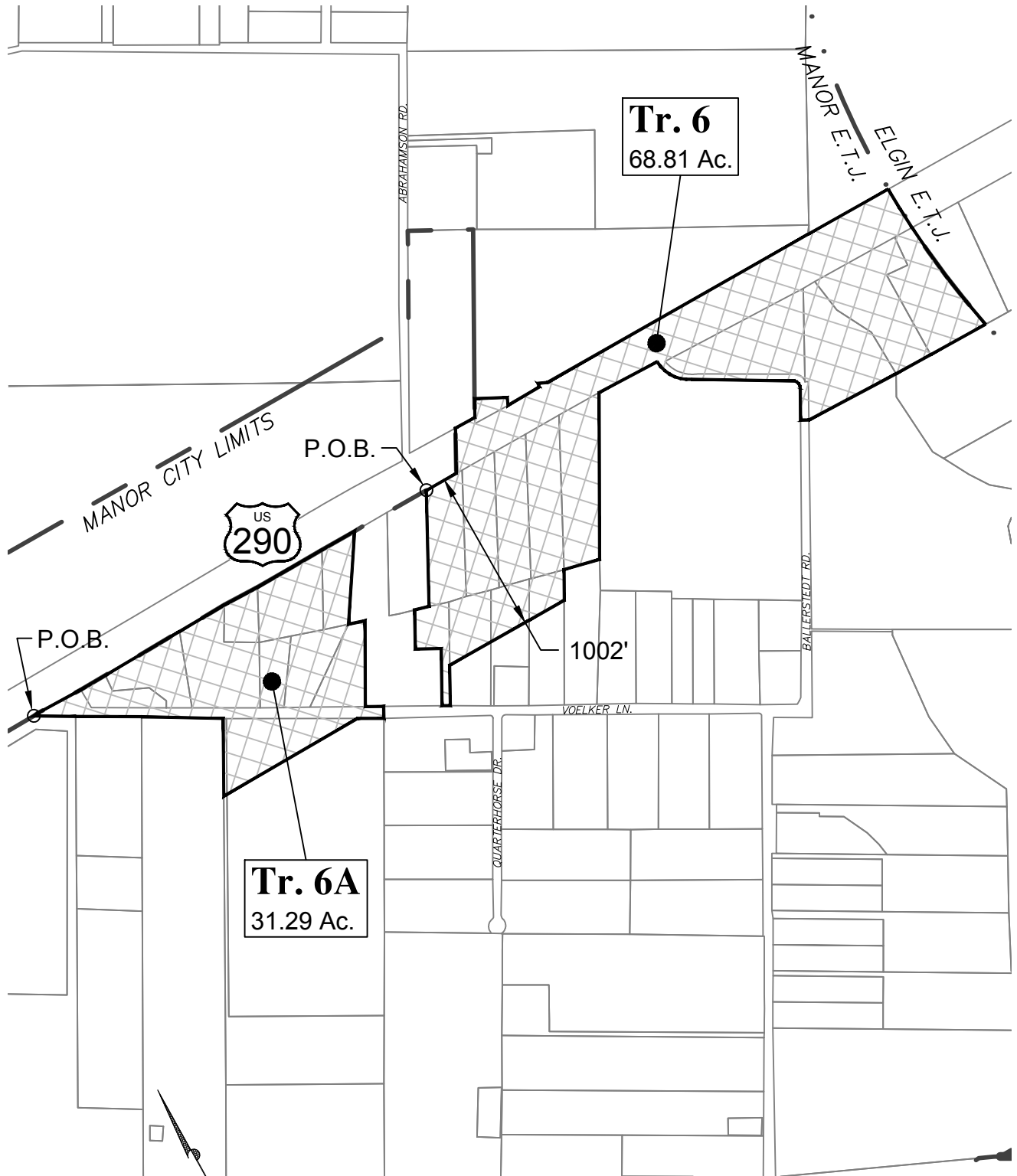


Tr. 5
30.61 Ac.


SCALE: 1" = 500'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 5		
ENGINEER Frank T. Phelan, P.E.	DATE 06/02/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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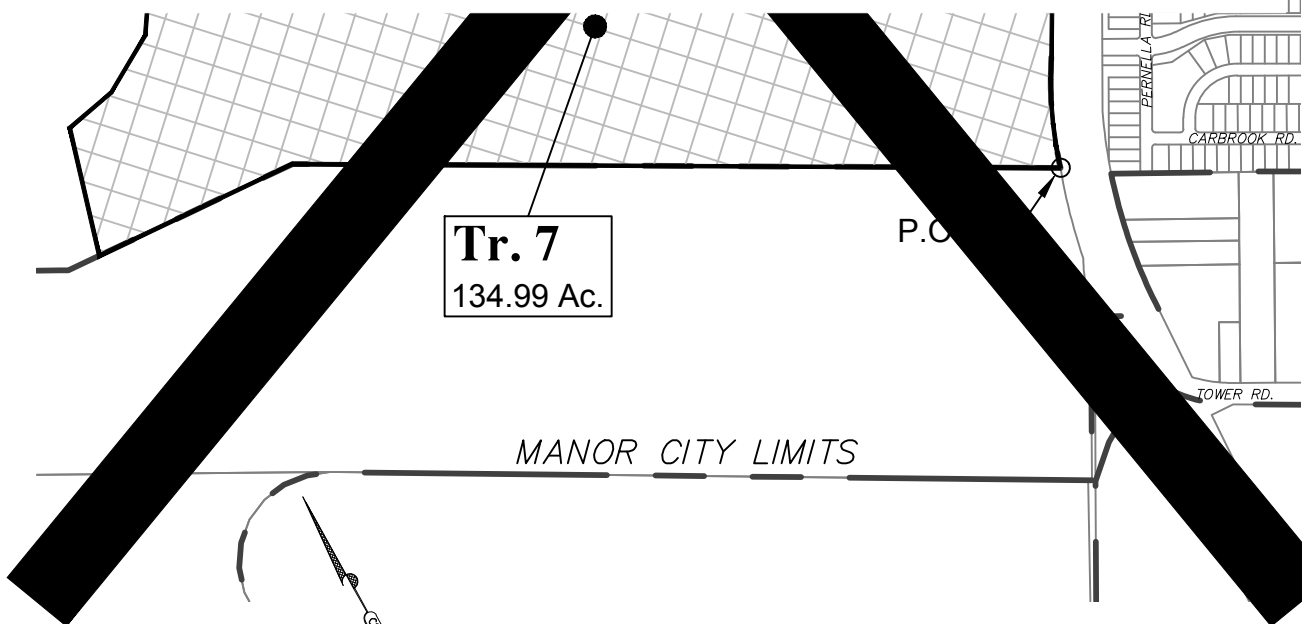


SCALE: 1" = 900'


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ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

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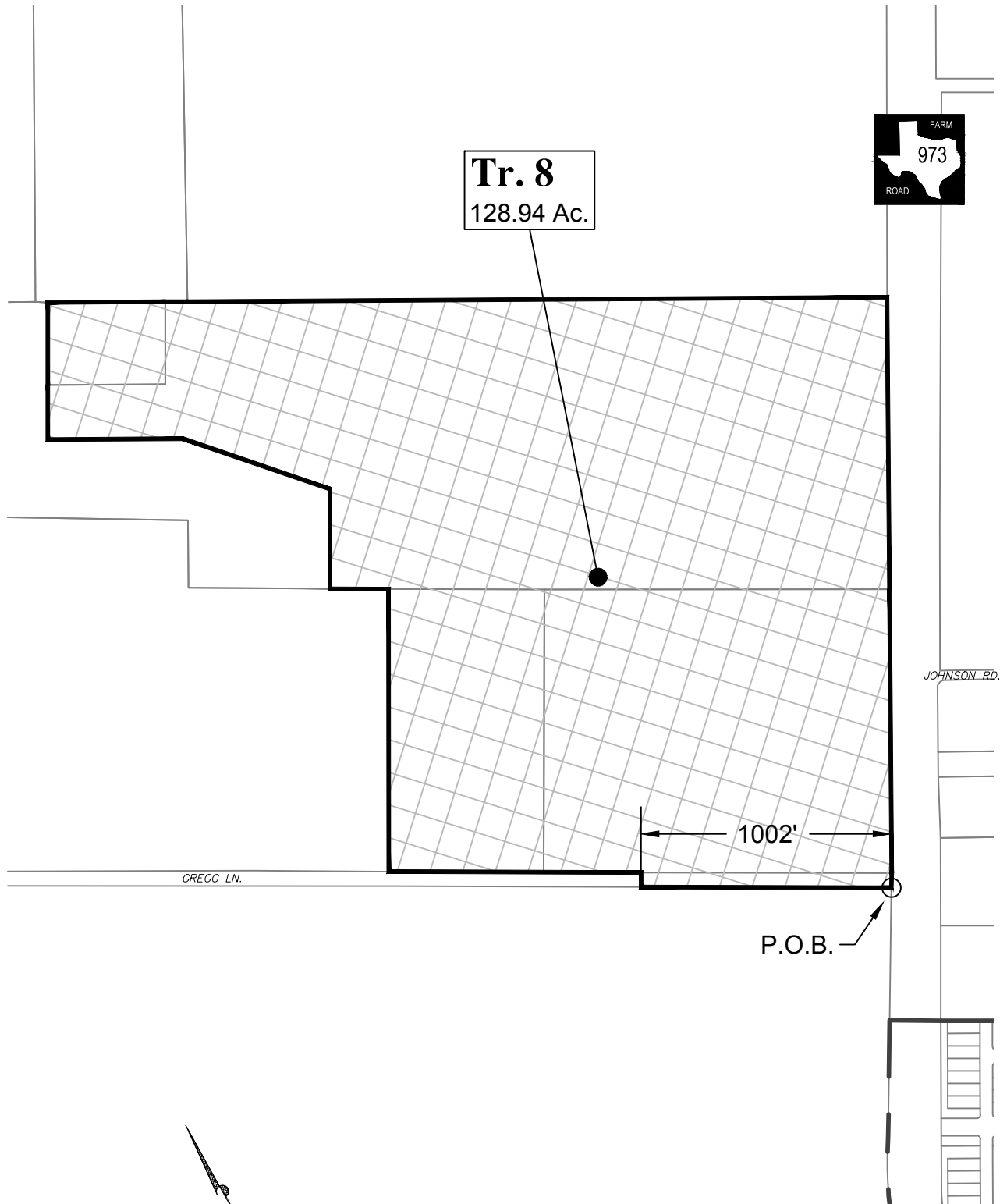
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SCALE: 1" = 800'

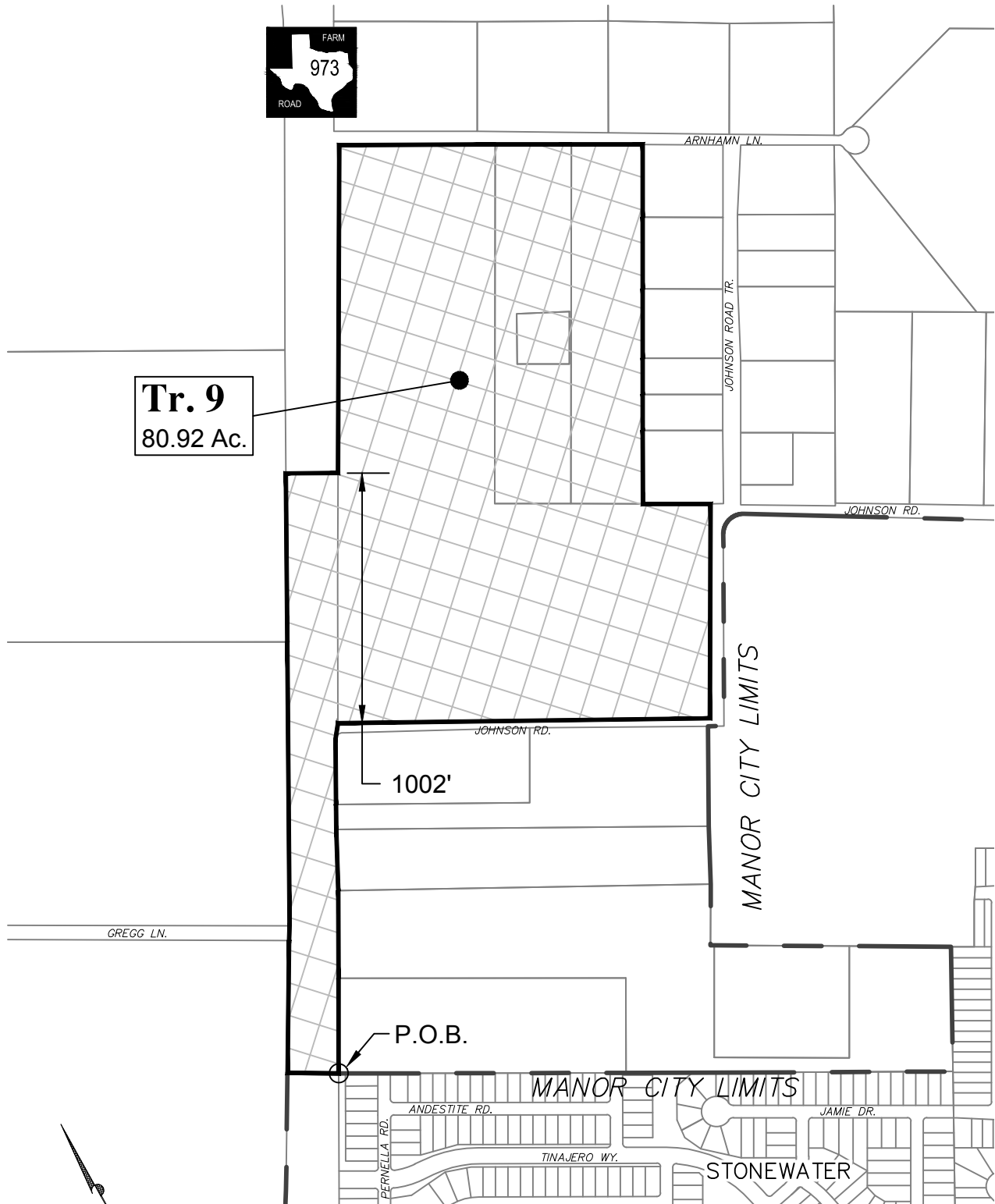
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ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

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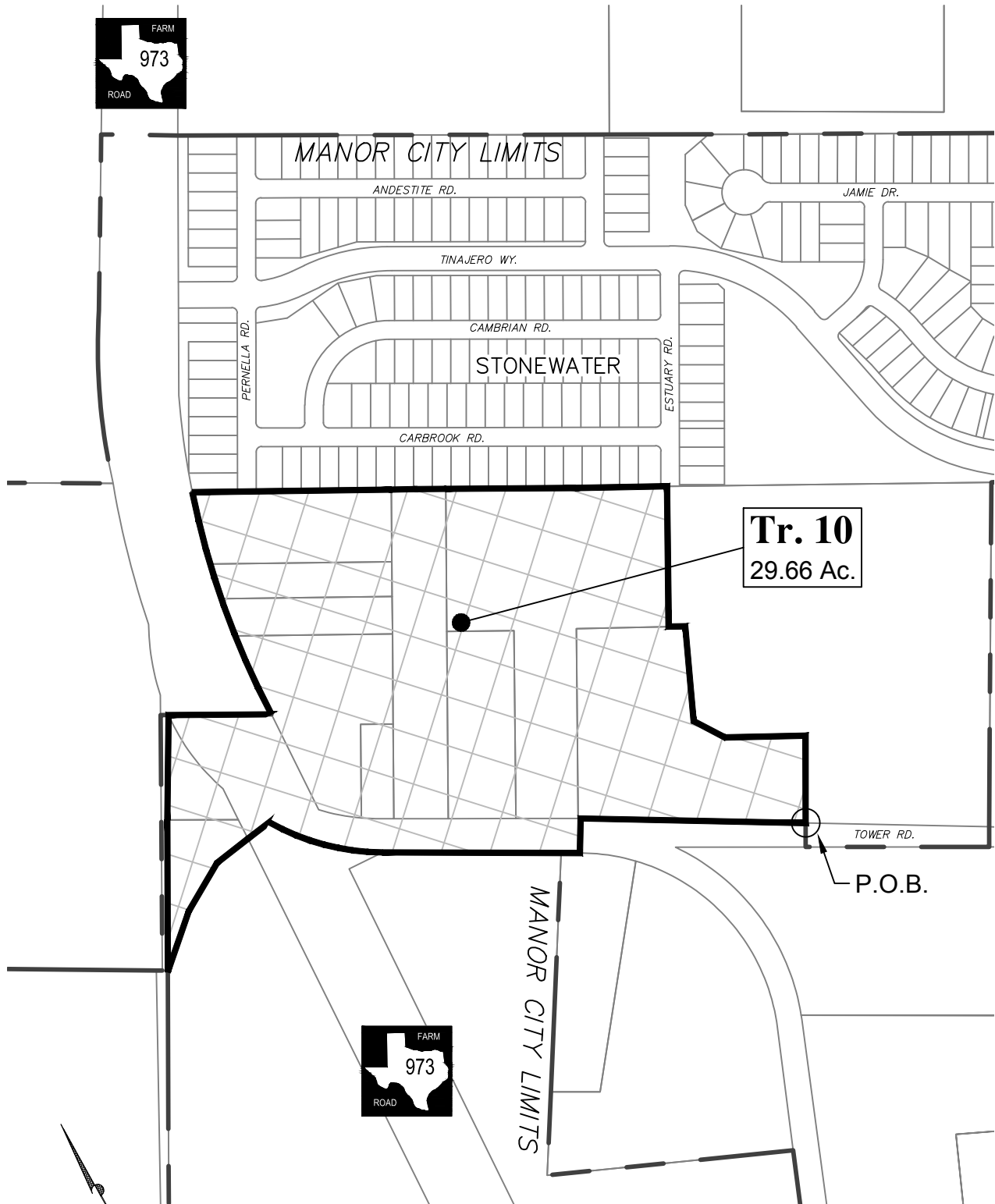
Jay Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 255-3852 Fax: (512) 255-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR
TRACT 9


ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

SCALE: 1" = 600'

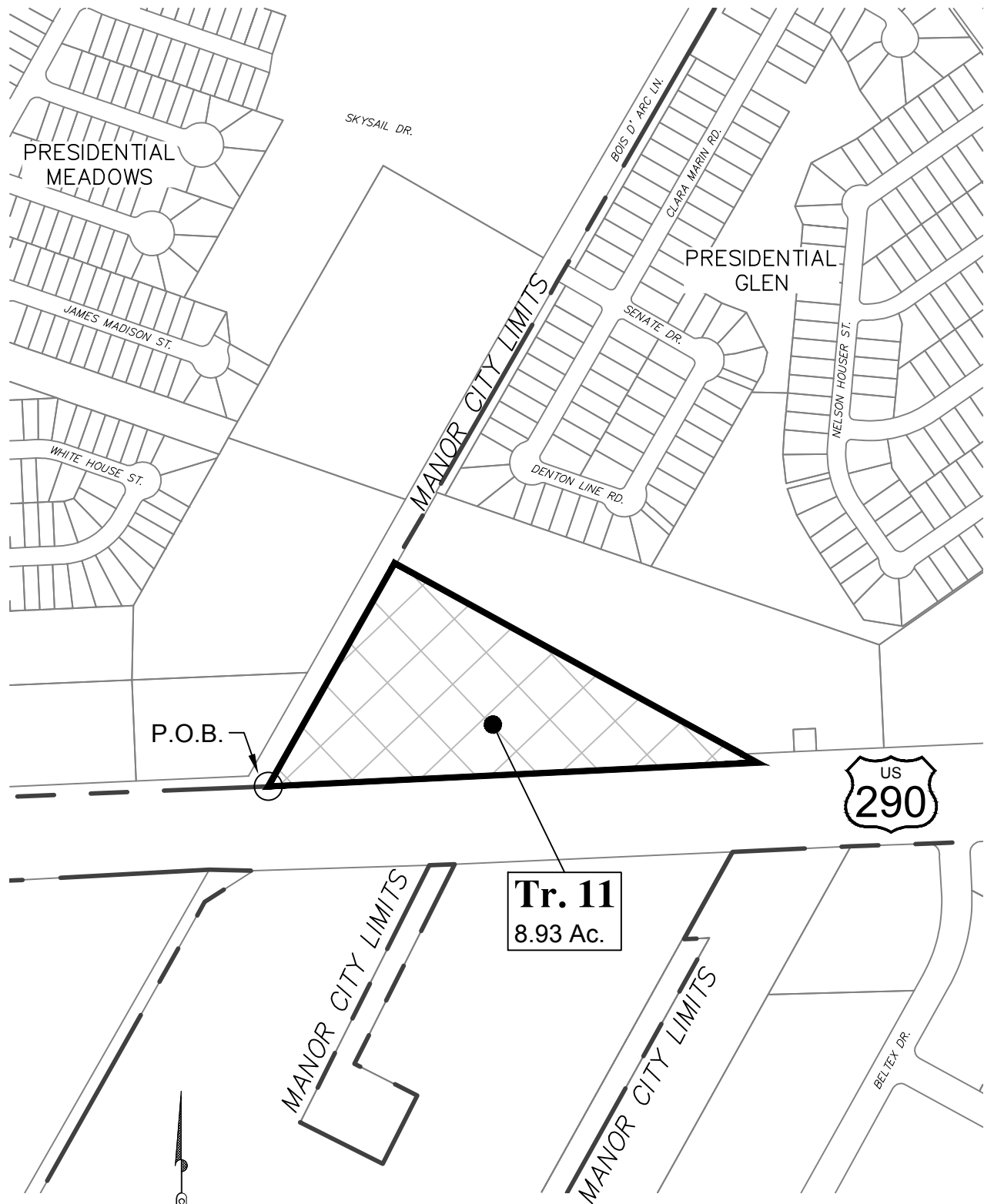
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SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 10		
ENGINEER Frank T. Phelan, P.E.	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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P.O.B.

Tr. 11
8.93 Ac.



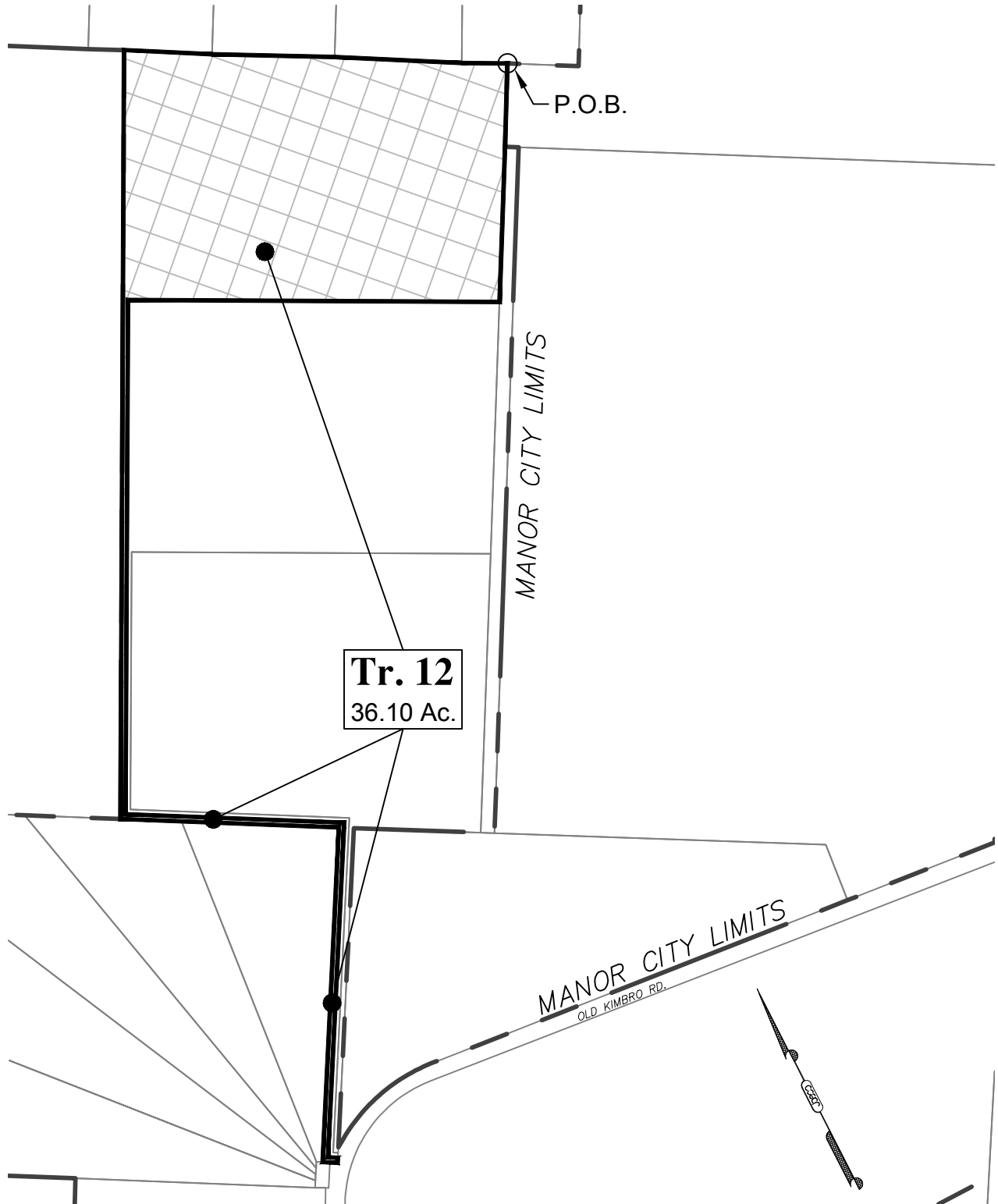
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Jay Engineering Company, Inc.
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Tel: (913) 255-3852 Fax: (913) 255-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR
TRACT 11

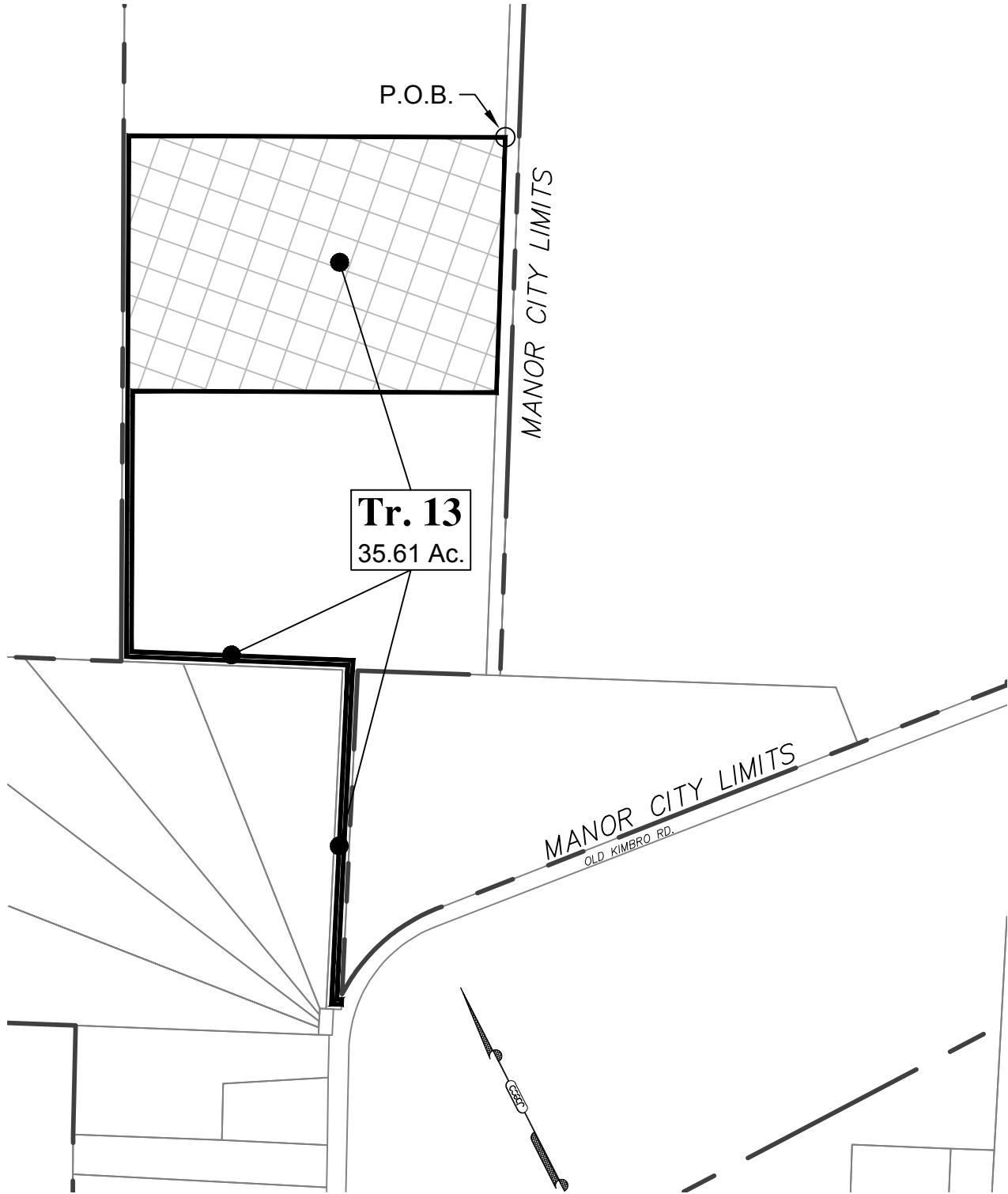
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Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1




SCALE: 1" = 600'

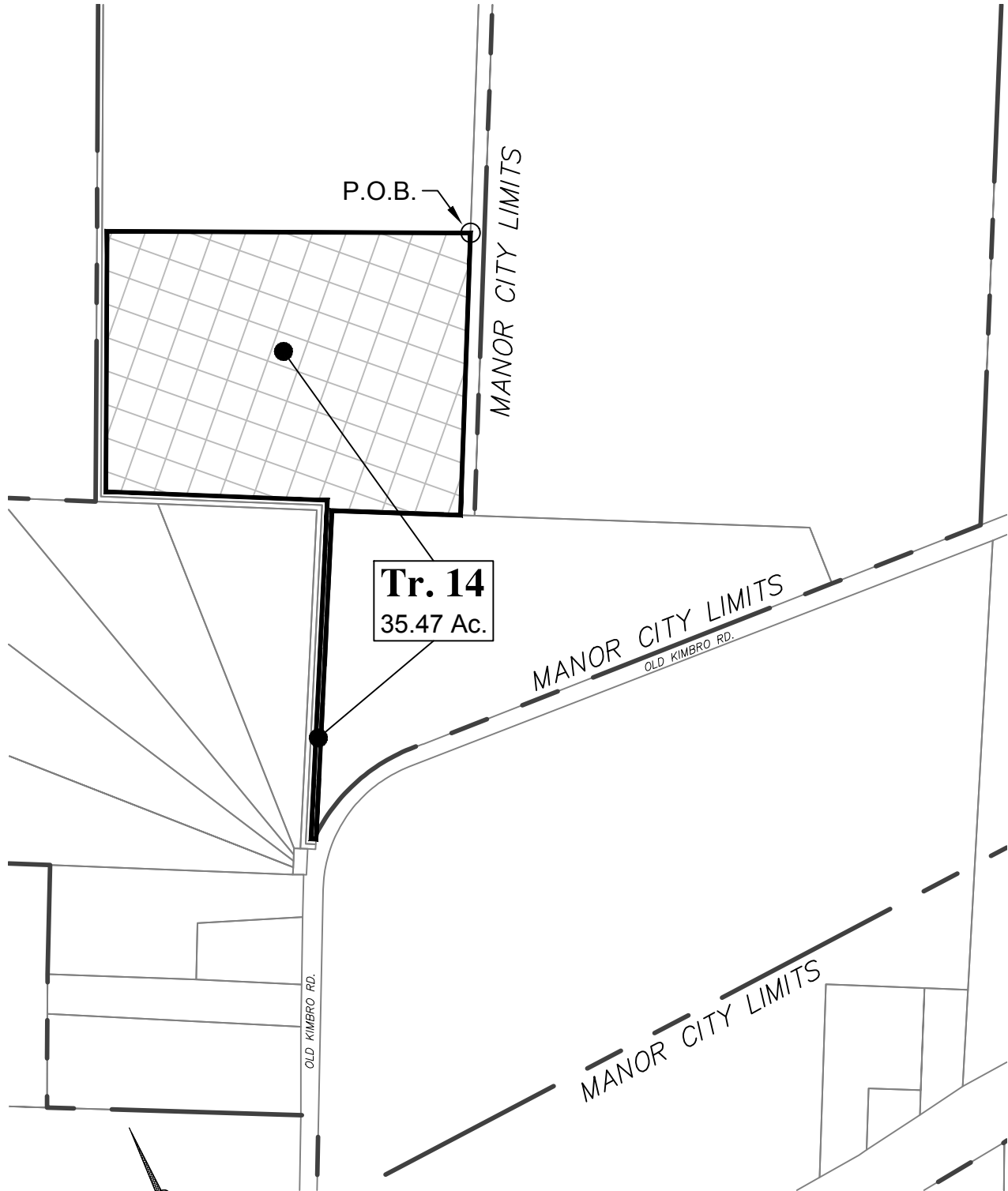
 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3852 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 12		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

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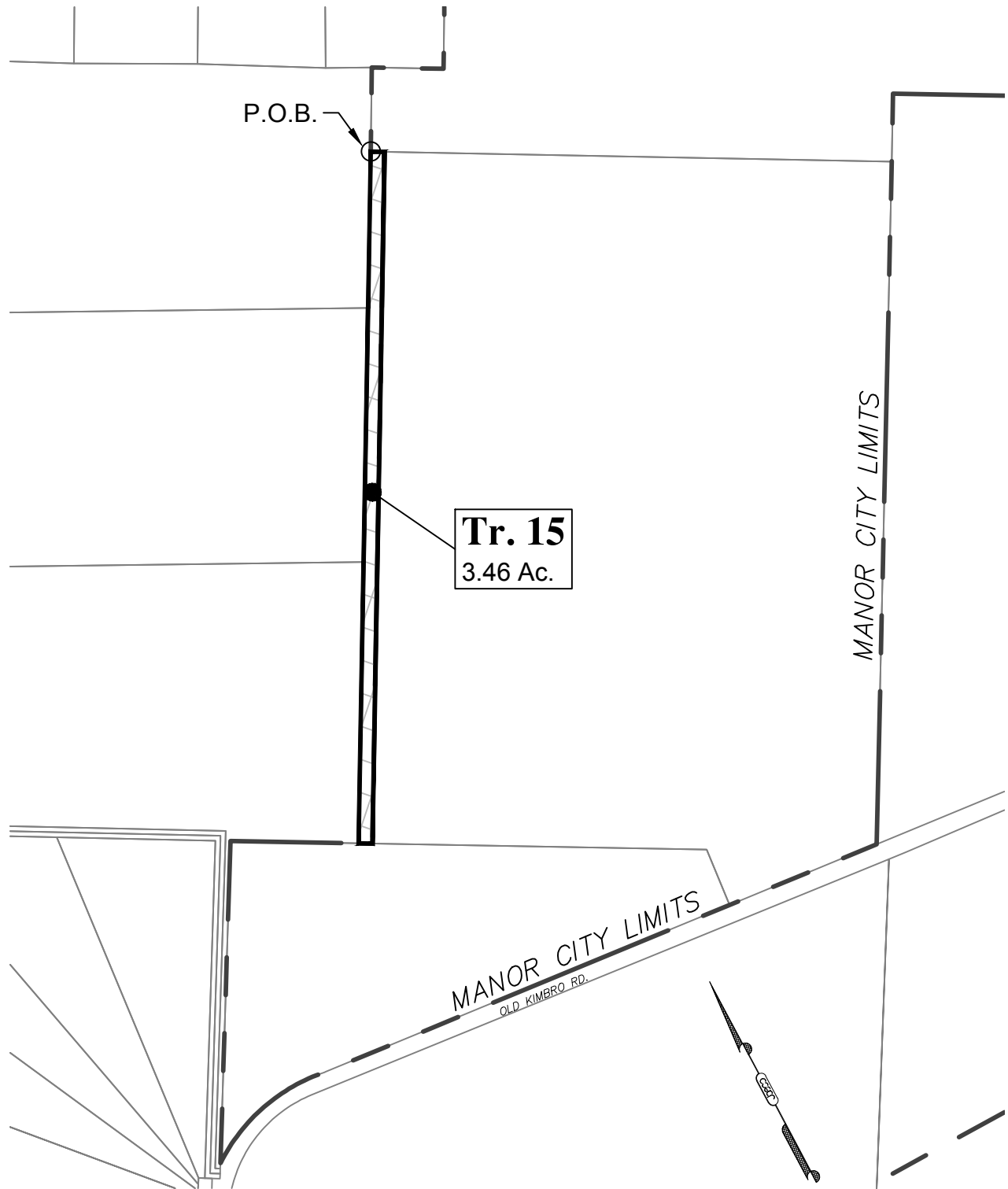
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ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1




SCALE: 1" = 600'

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		TRACT 14		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

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SCALE: 1" = 600'

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ENGINEER Frank T. Phelan, P.E.	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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DEVELOPMENT AGGREEMENT

Tr. 16
92.12 Ac.

MANOR CITY LIMITS



SCALE: 1" = 600'



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CITY OF MANOR
TRACT 16

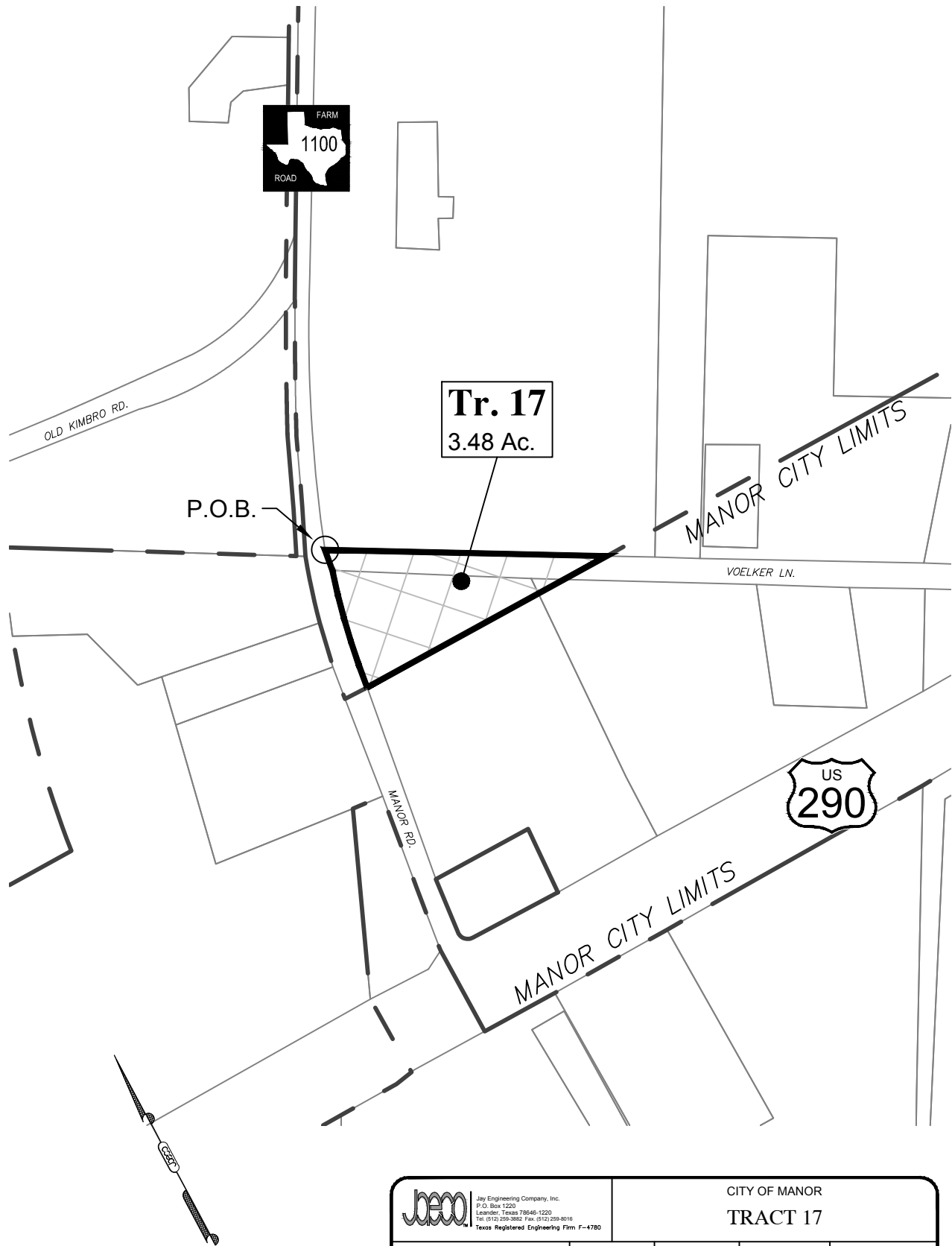
ENGINEER
Frank T. Phelan, P.E.

DATE
08/22/17


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VDI

PROJECT NO.
100-900-10

DRAWING NO.
1 Of 1



SCALE: 1" = 200'

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		TRACT 17		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/17/17	VDI	100-900-10	1 Of 1

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MANOR CITY LIMITS



Tr. 18
80.79 Ac.

DEVELOPMENT AGGREGEMENT

P.O.B. ↵

MANOR CITY LIMITS

MANOR RD.

SCALE: 1" = 600'



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CITY OF MANOR
TRACT 18

ENGINEER
Frank T. Phelan, P.E.

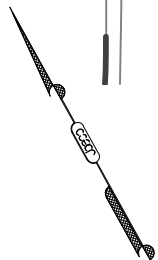
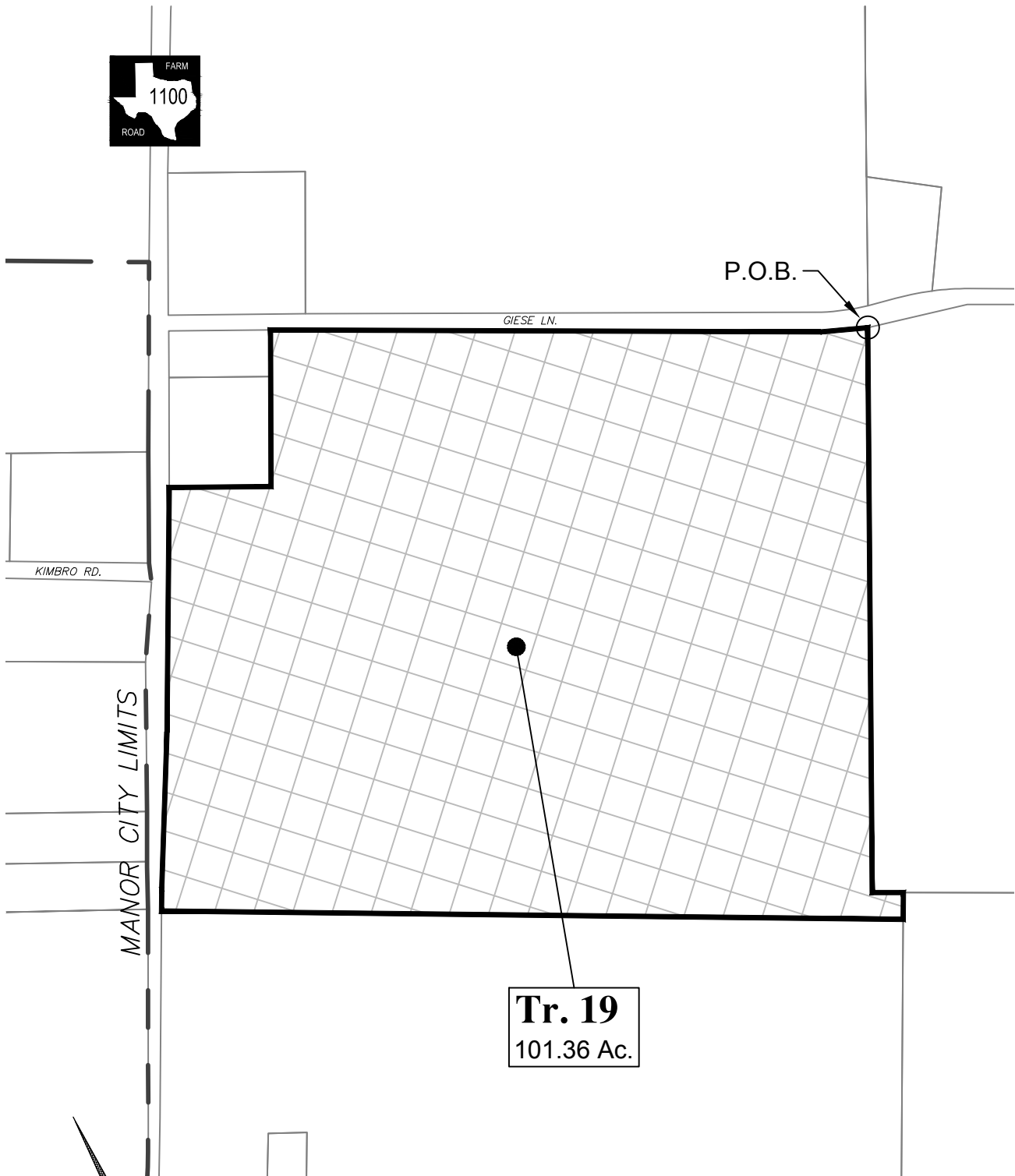
DATE
08/17/17

DRAWN BY.
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PROJECT NO.
100-900-10

DRAWING NO.
1 Of 1

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SCALE: 1" = 500'

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ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

EXHIBIT “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owner(s) of the subject property agree they will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD’s present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

BACKGROUND/SUMMARY:

There are 19 development agreements covering approximately 759.16 acres. They are for ag exempt land or homesteads on ag exempt land and allows for the property owner to avoid city taxes on the main condition they maintain their property in ag exemption. They are permitted to convey a portion of the tract to another person and revise the agreement, construct a homestead on the property, and construct accessory structures. They would have to obtain building permits from the City. The term of the agreements is the State allow the maximum of 3 15-year terms for a total of 45 years.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Development agreement properties
Sample 212.172 development agreement
Sample 43.035 development agreement

STAFF RECOMMENDATION:

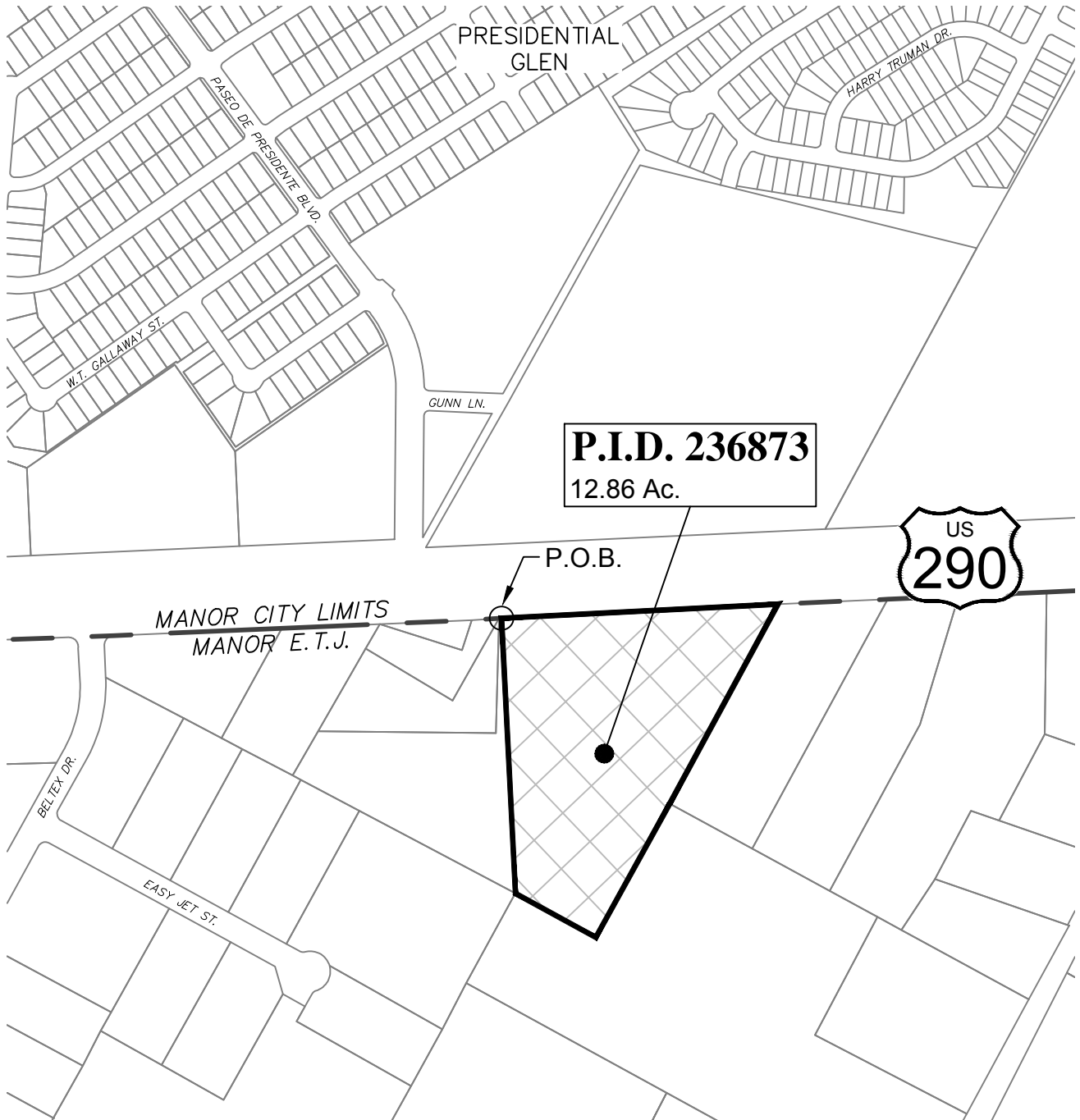
It is City staff's recommendation that the City Council approve the development agreements under Texas Local Government Code sections 212.172 and 43.035.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE


PROPERTY I.D. 236873: (+/- 12.86 Ac.)
PROPERTY I.D. 236952: (+/- 85.64 Ac.)
PROPERTY I.D. 236967: (+/- 5.56 Ac.)
PROPERTY I.D. 236968: (+/- 0.75 Ac.)
PROPERTY I.D. 236974: (+/- 7.21 Ac.)
PROPERTY I.D. 236985: (+/- 7.91 Ac.)
PROPERTY I.D. 236994 (+/- 61.84 Ac.)
PROPERTY I.D. 237004: (+/- 28.67 Ac.)
PROPERTY I.D. 237008 (+/- 0.47 Ac.)
PROPERTY I.D. 248162: (+/- 44.05 Ac.)
PROPERTY I.D. 248163: (+/- 67.59 Ac.)
PROPERTY I.D. 248164: (+/- 44.47 Ac.)
PROPERTY I.D. 248194: (+/- 111.34 Ac.)
PROPERTY I.D. 259066: (+/- 60.37 Ac.)
PROPERTY I.D. 259074: (+/- 41.18 Ac.)
PROPERTY I.D. 259085: (+/- 134.99 Ac.)
PROPERTY I.D. 708864: (+/- 2.31 Ac.)
PROPERTY I.D. 773133: (+/- 3.77 Ac.)
PROPERTY I.D. 773143: (+/- 29.93 Ac.)
PROPERTY I.D. 782432: (+/- 8.25 Ac.)

TOTAL: 759.16

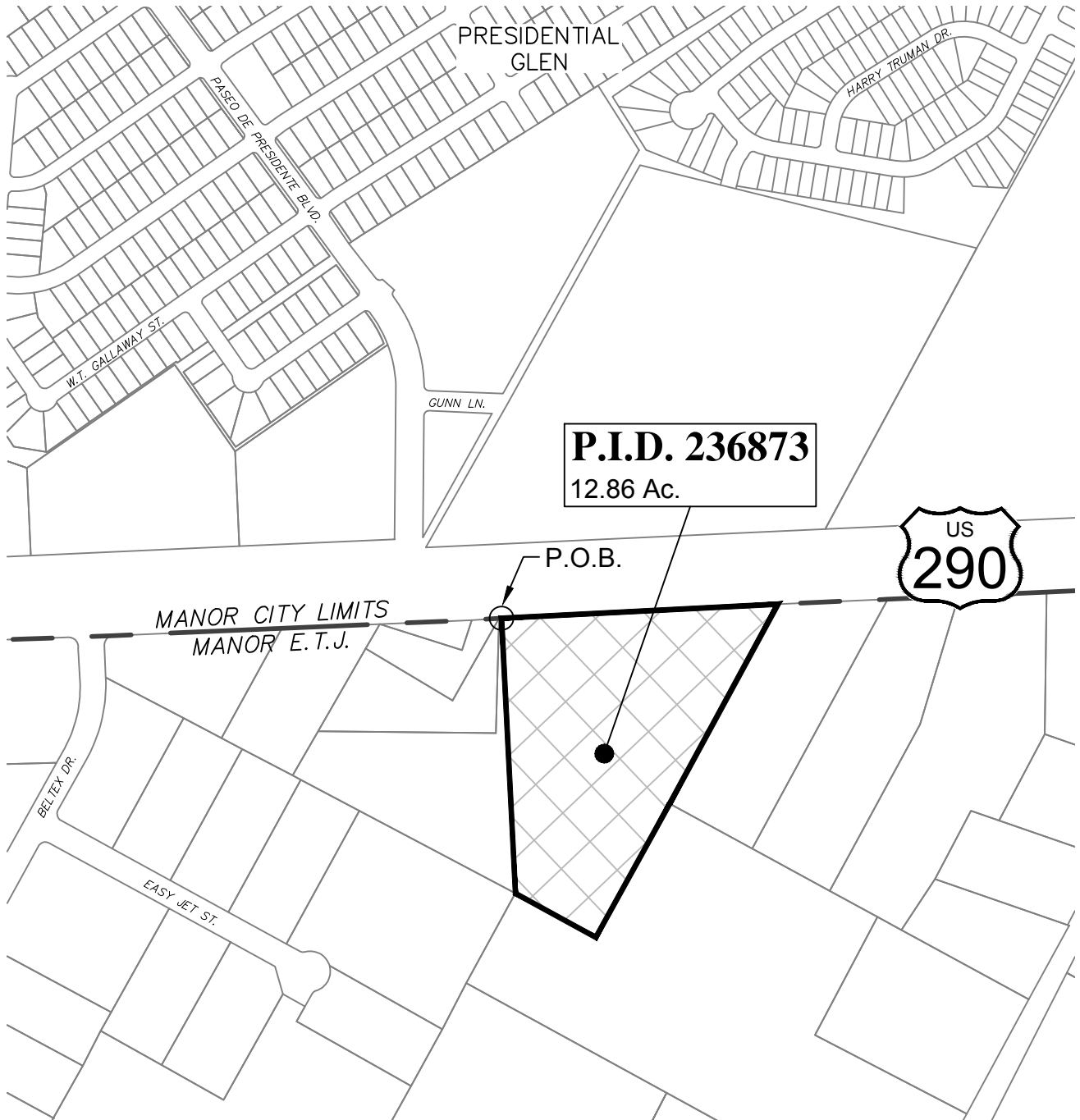
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SCALE: 1" = 500'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 236873		
ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

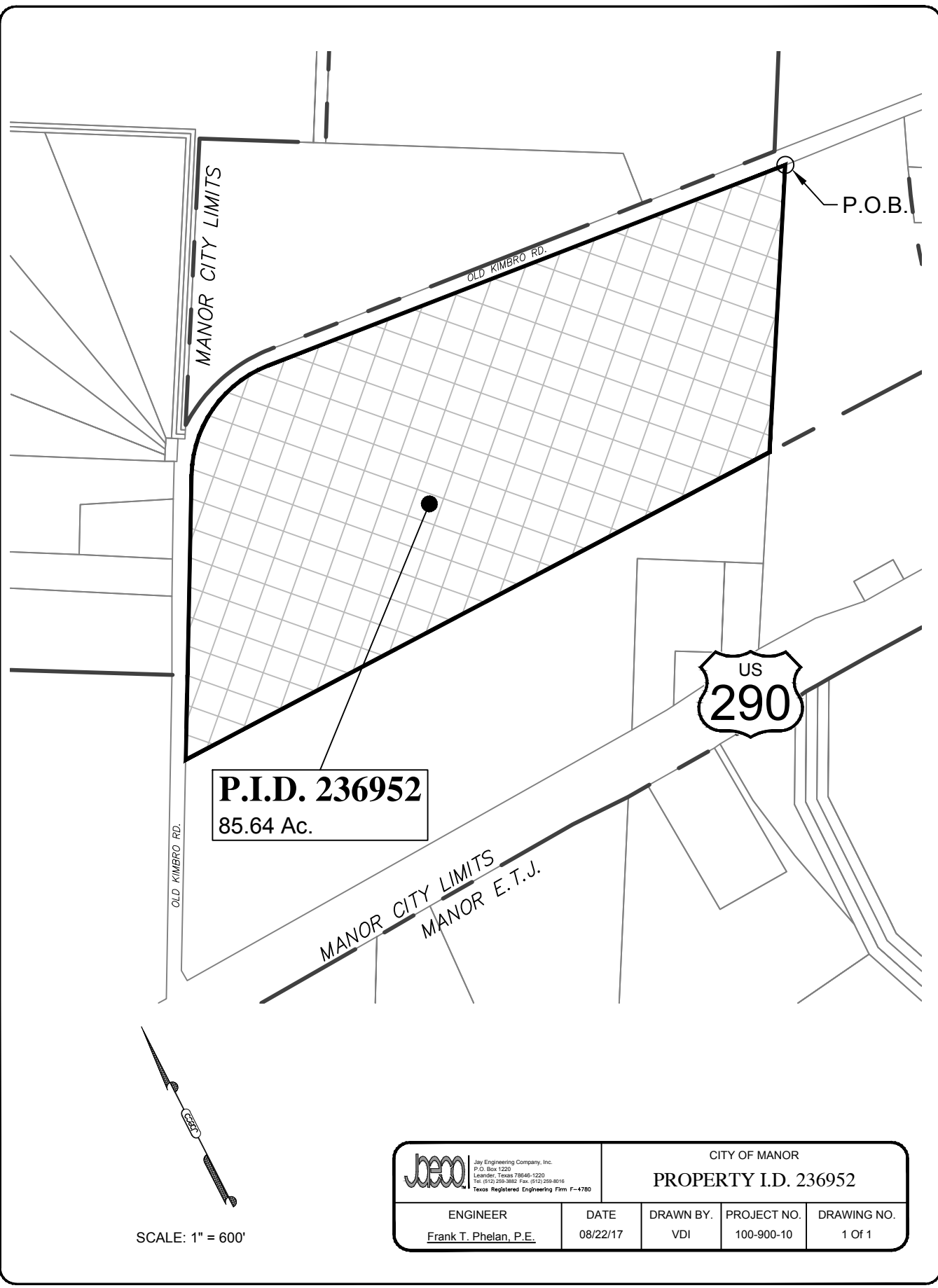
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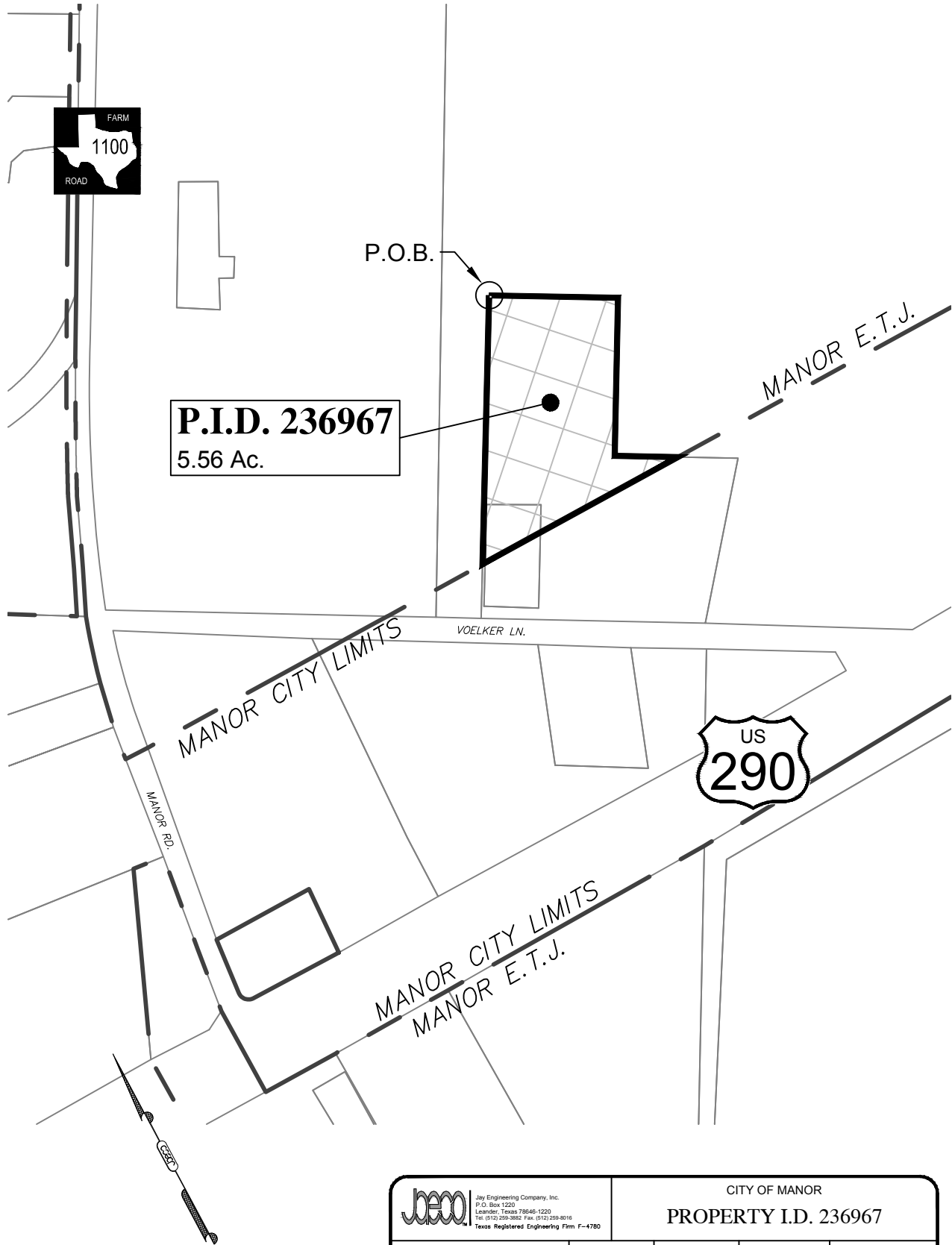
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ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1


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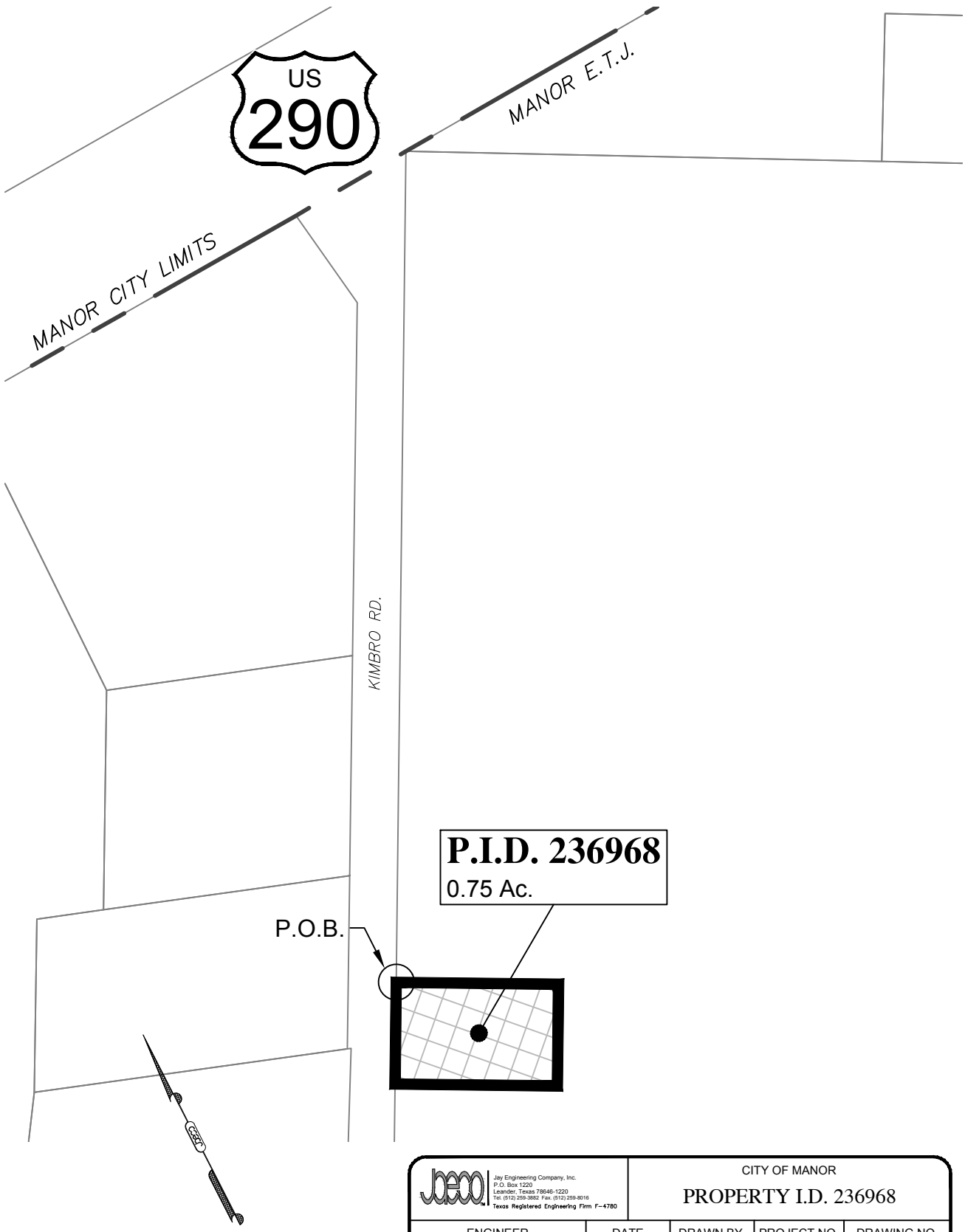
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ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/22/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	




SCALE: 1" = 400'

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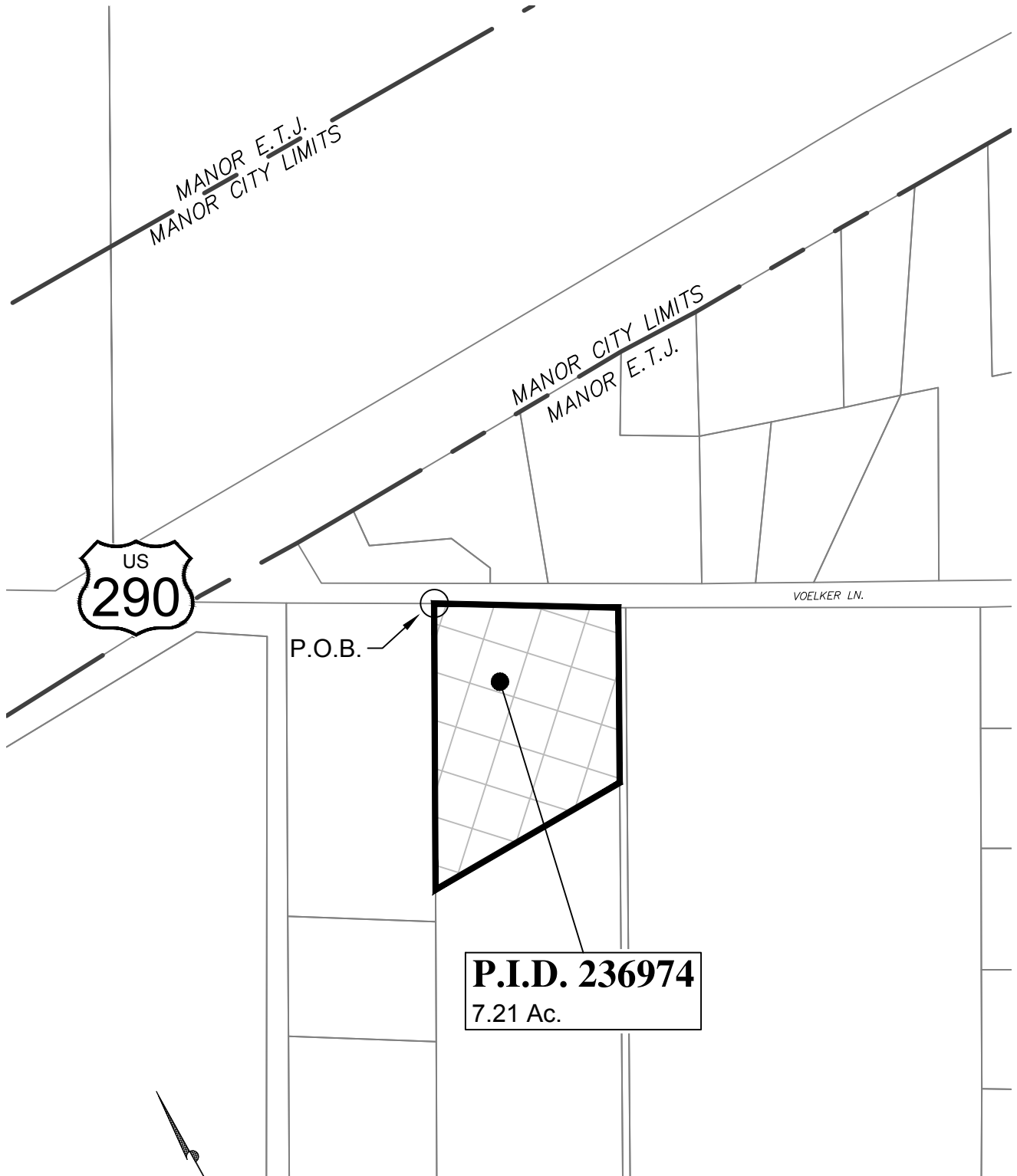
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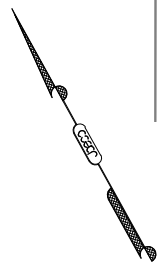
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0.75 Ac.

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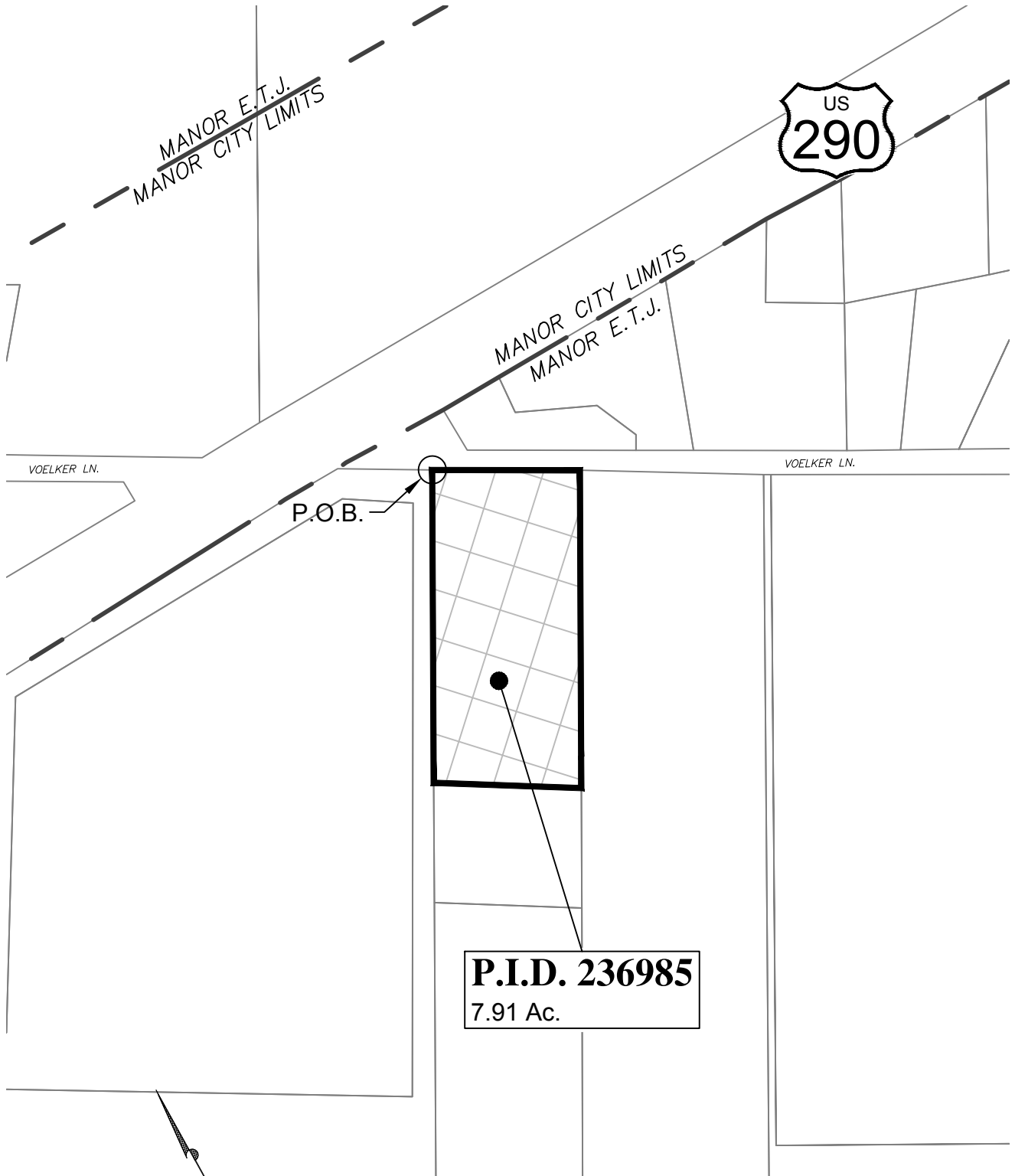
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Lander, Texas 78545-1220
Tel: (913) 255-3852 Fax: (913) 255-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR


PROPERTY I.D. 236974

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Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

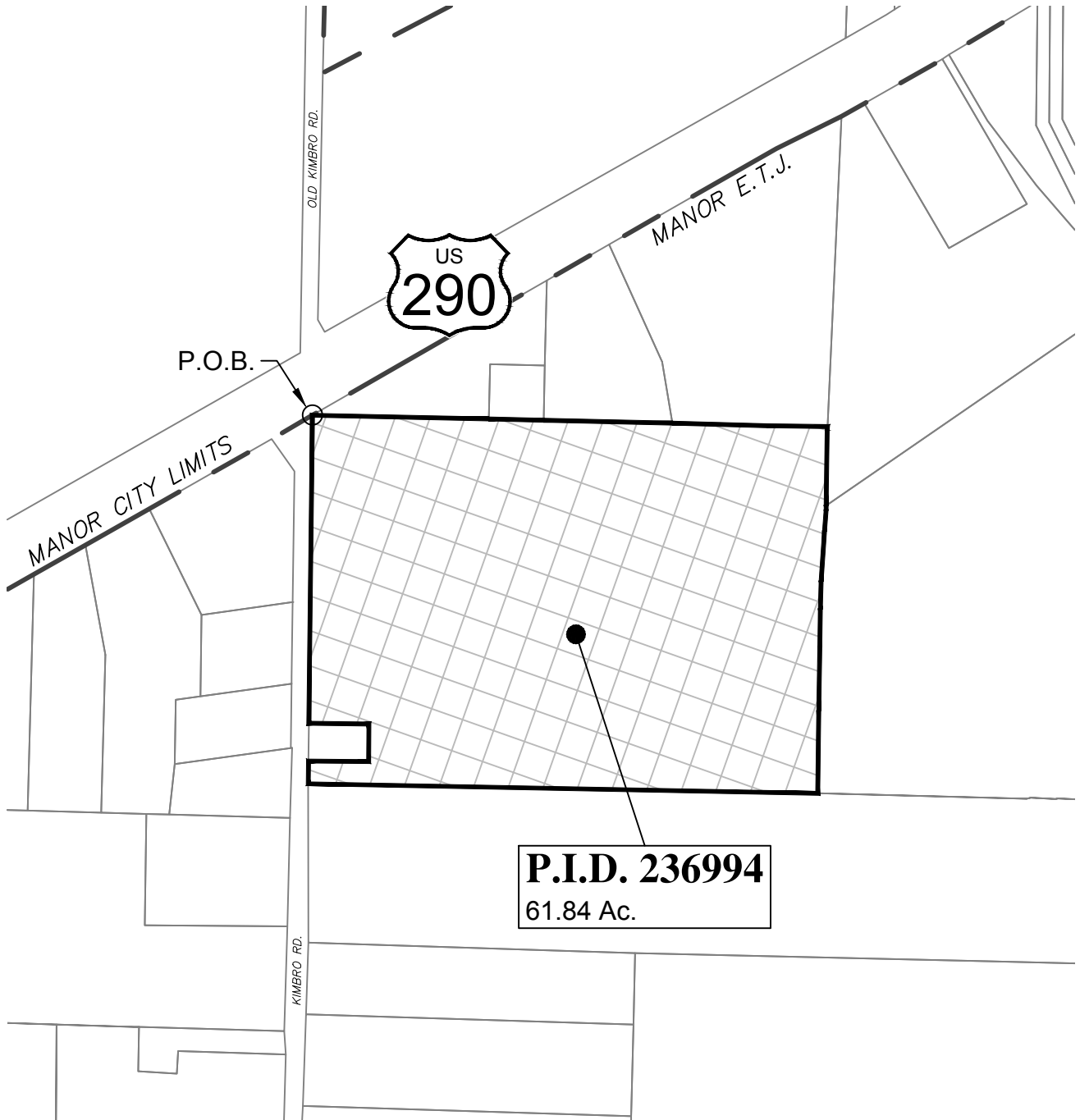
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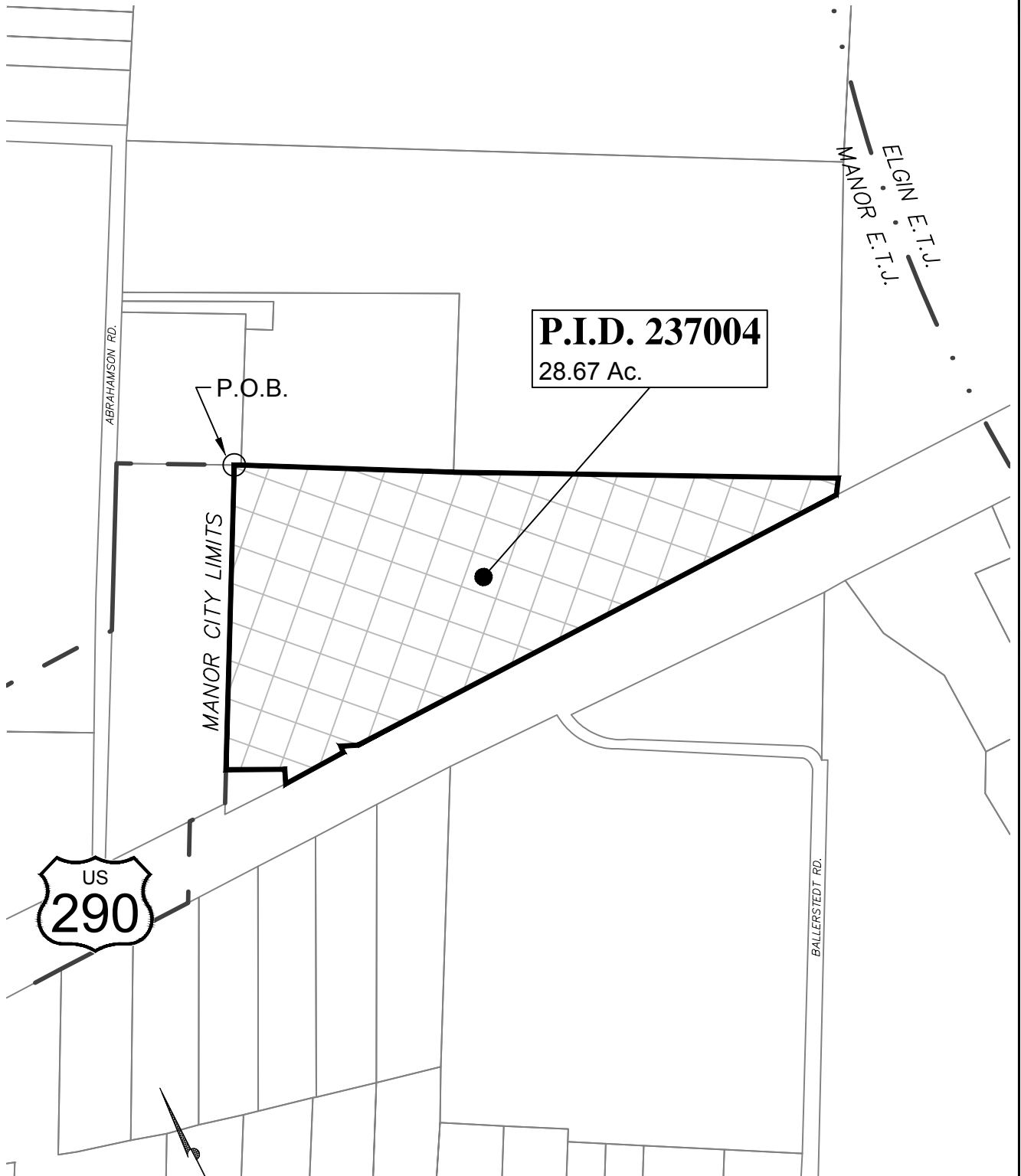
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ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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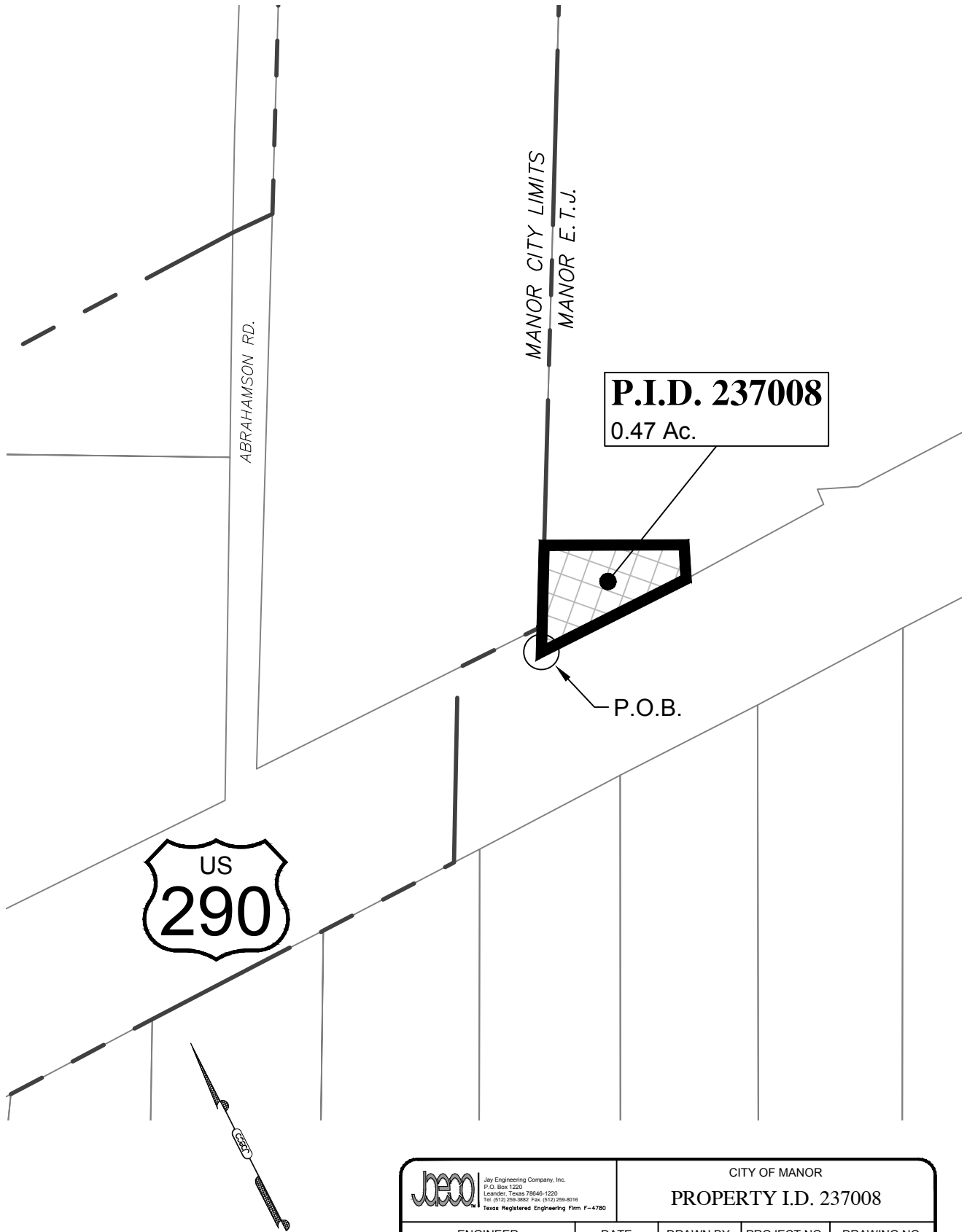
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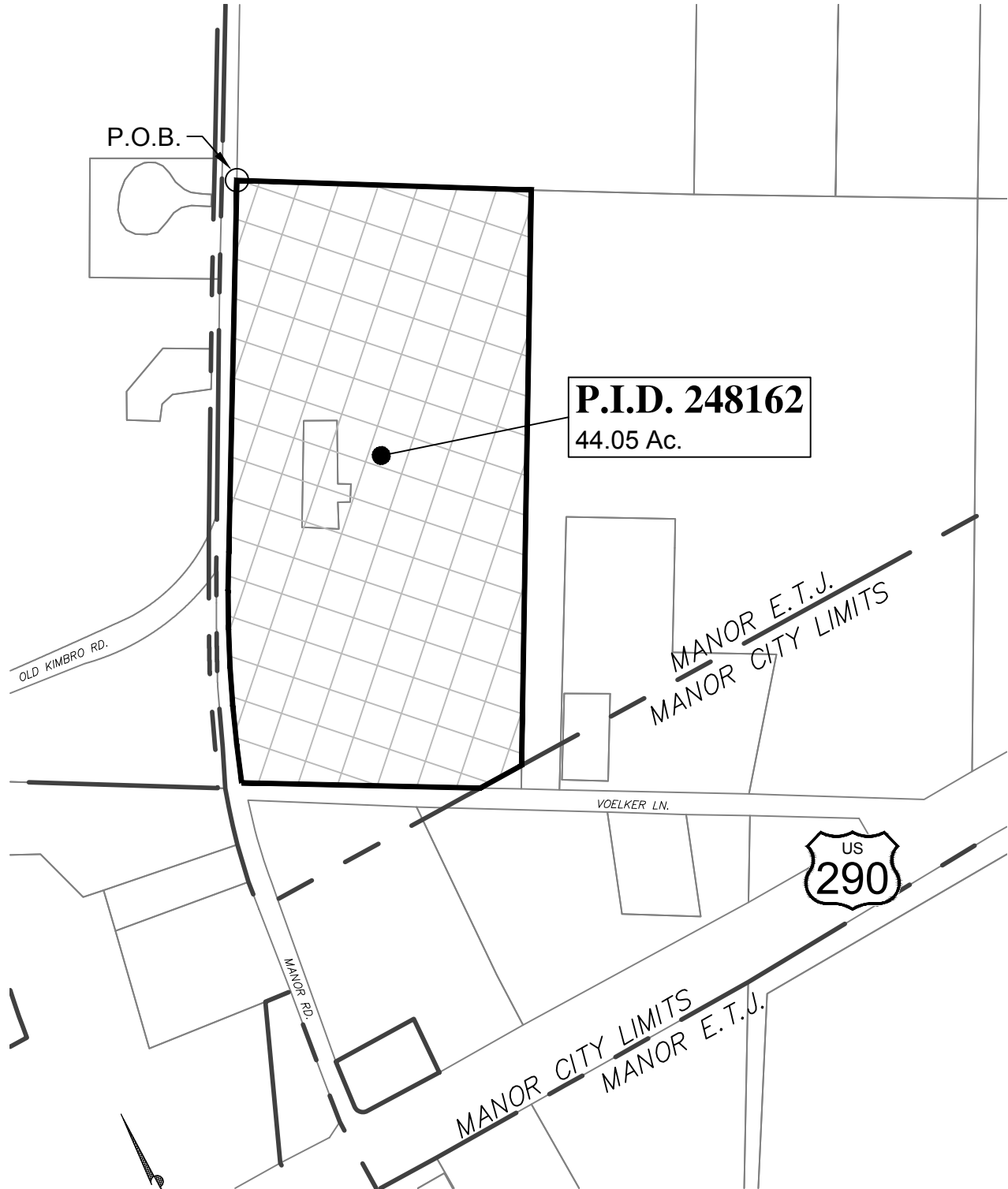
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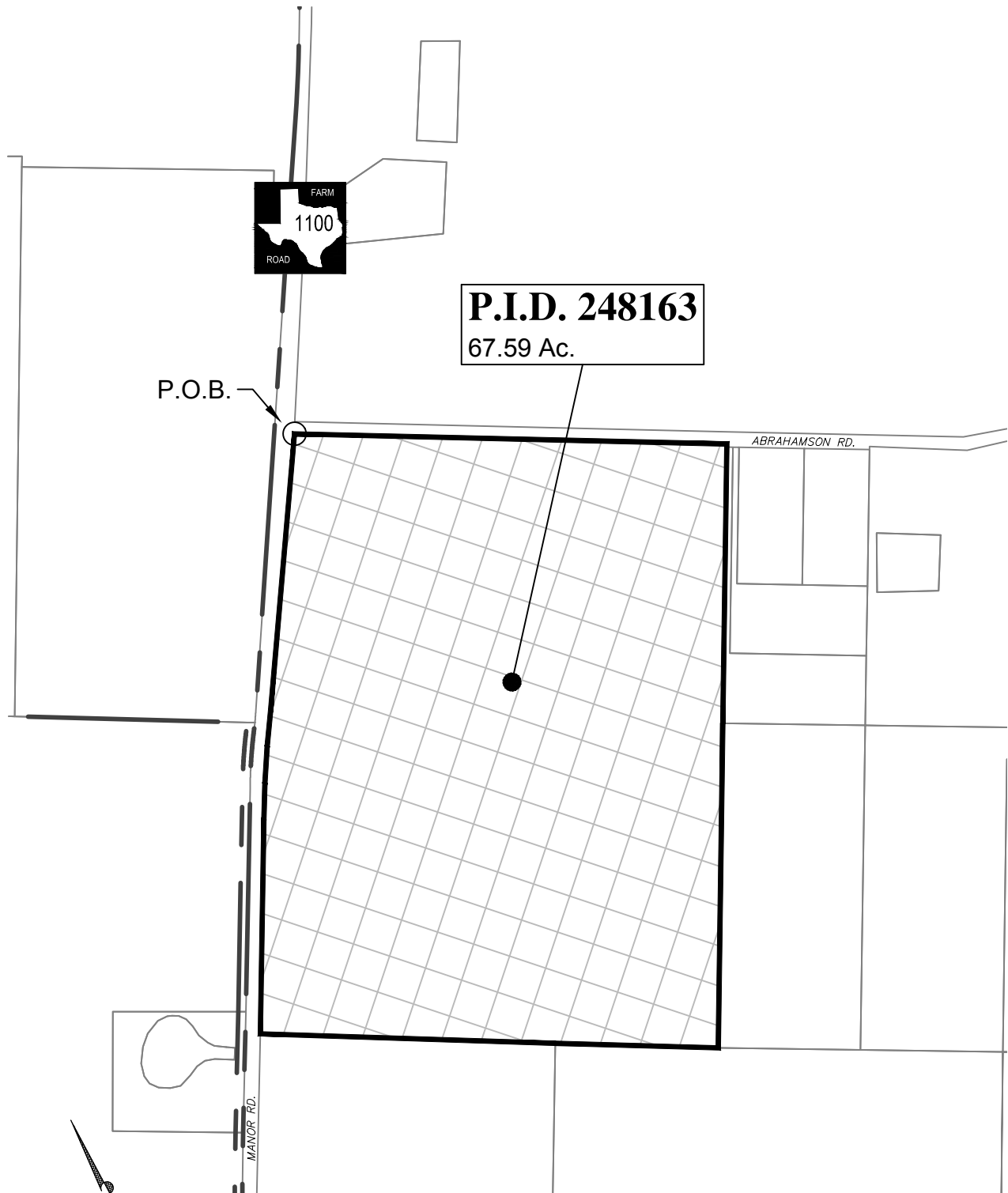
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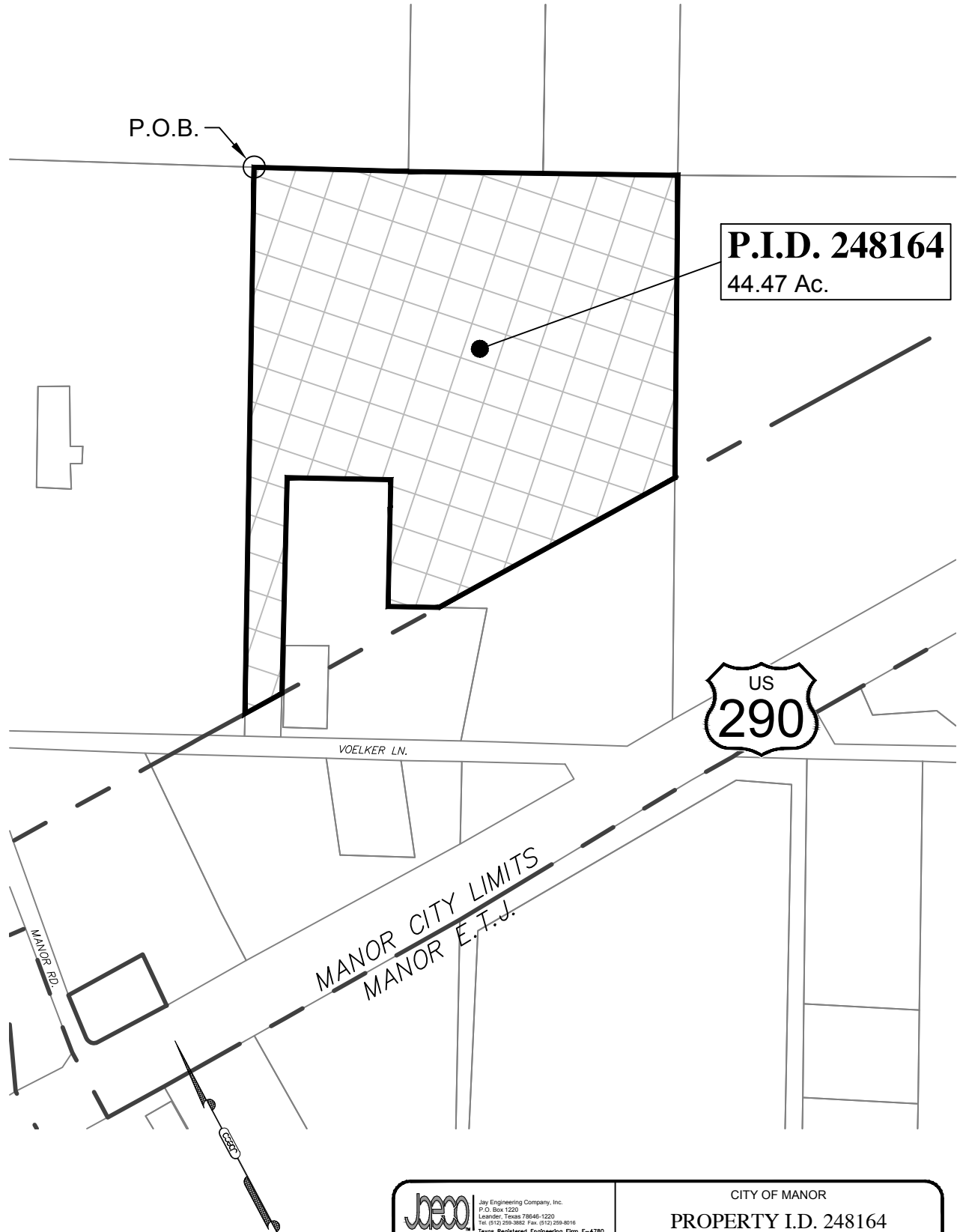
Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79545-1220
Tel: (913) 255-3852 Fax: (913) 255-8216
Texas Registered Engineering Firm F-4780

CITY OF MANOR


PROPERTY I.D. 248163

ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

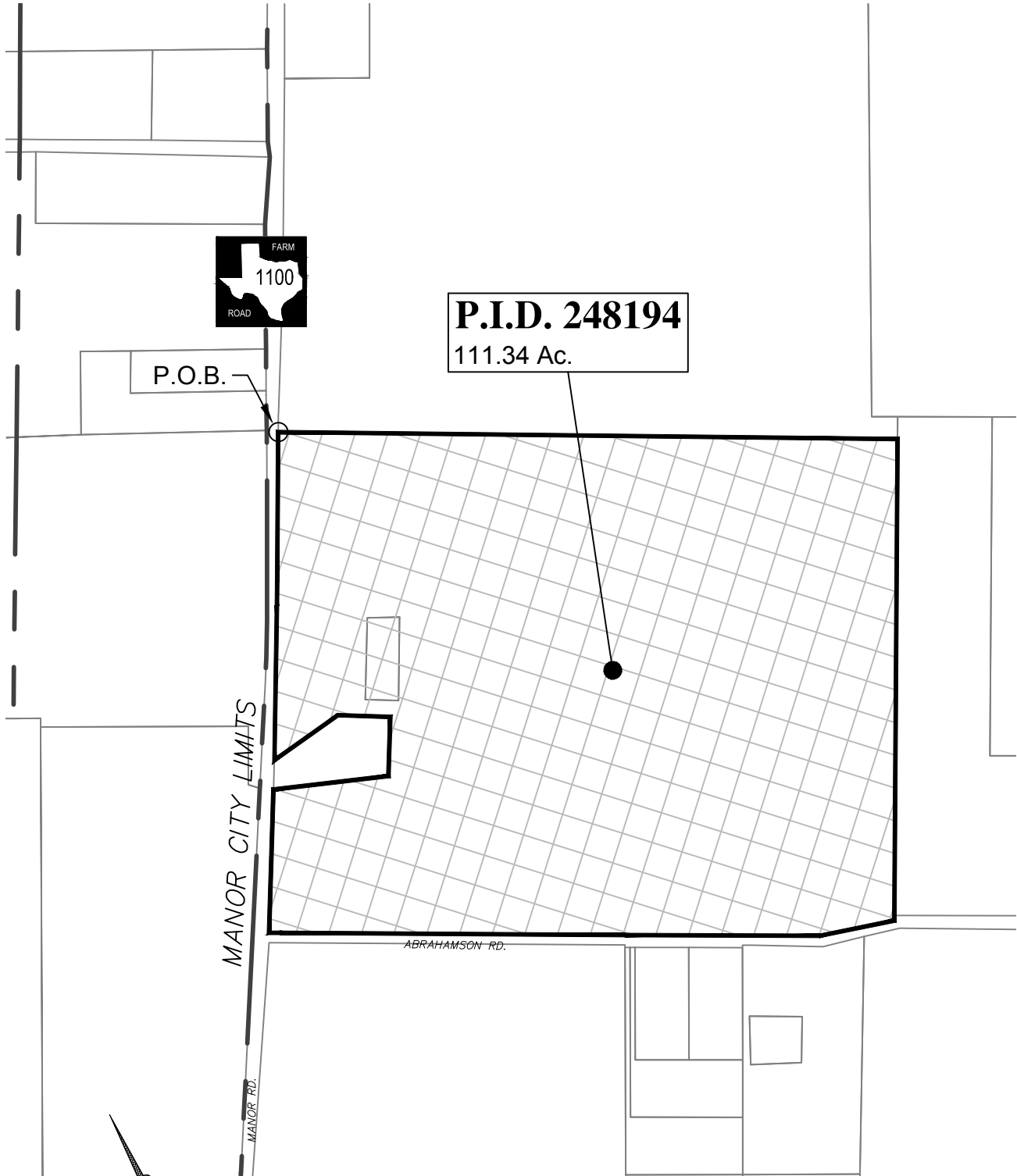
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SCALE: 1" = 500'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79546-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 248164		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

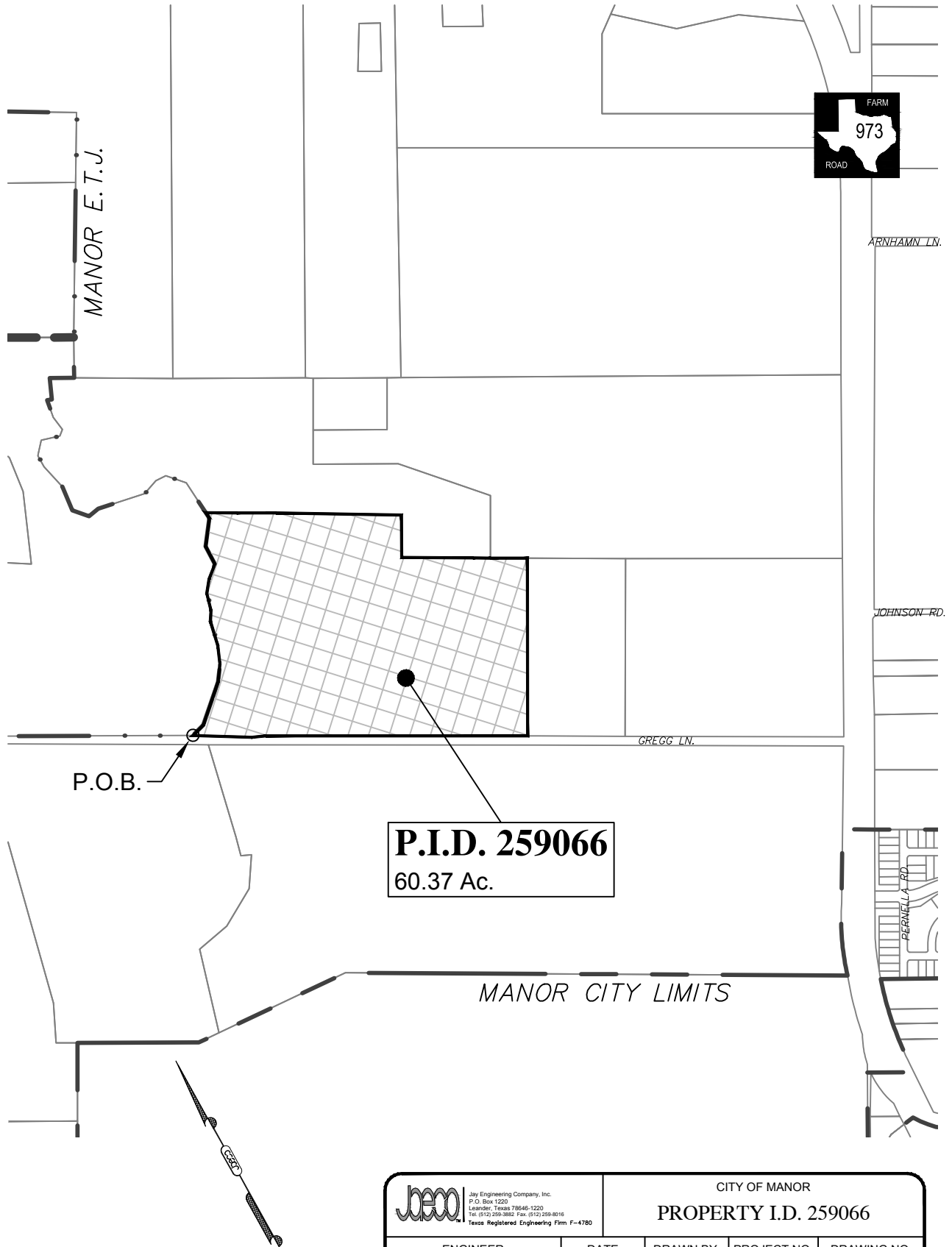
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SCALE: 1" = 600'

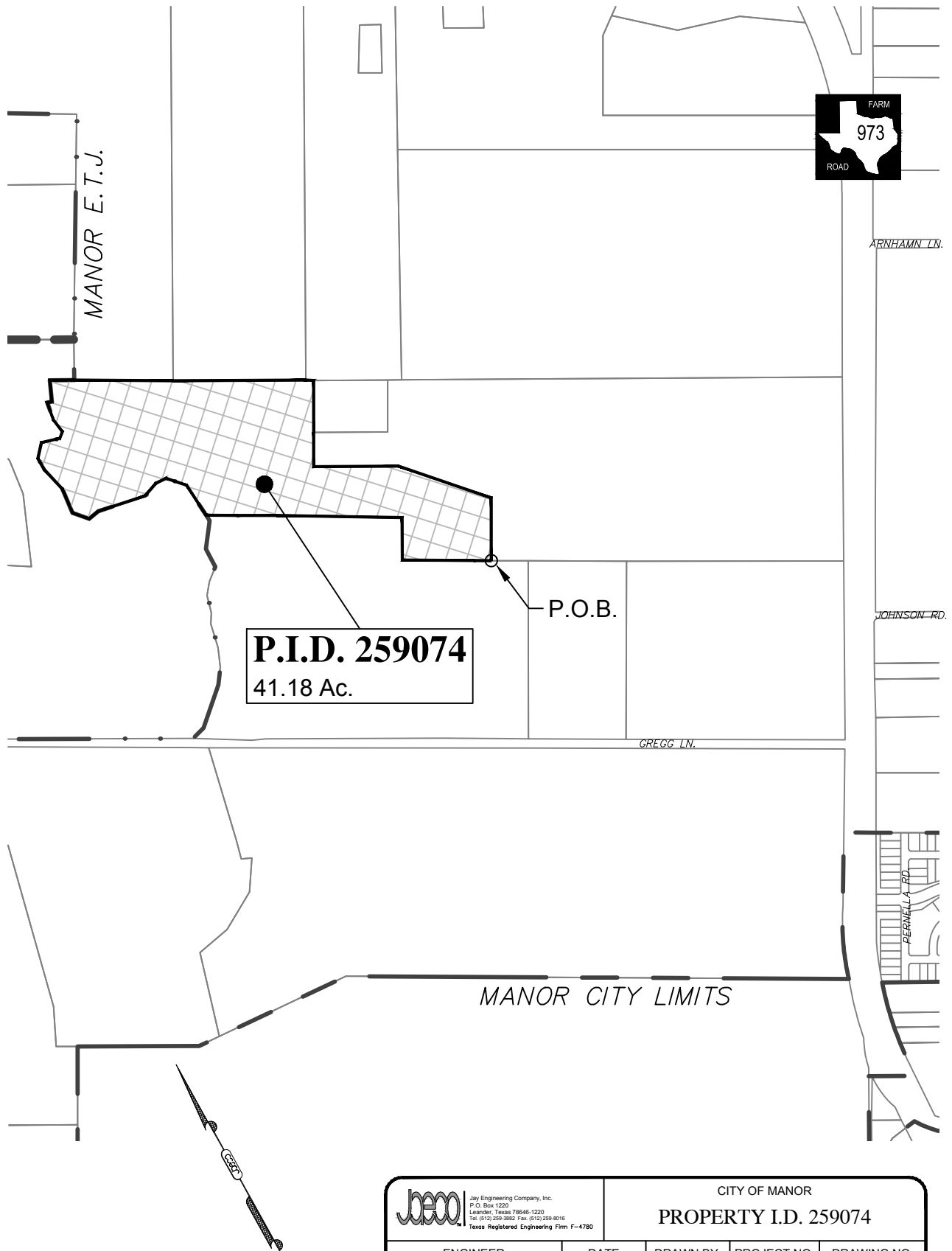
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 248194		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259066			
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

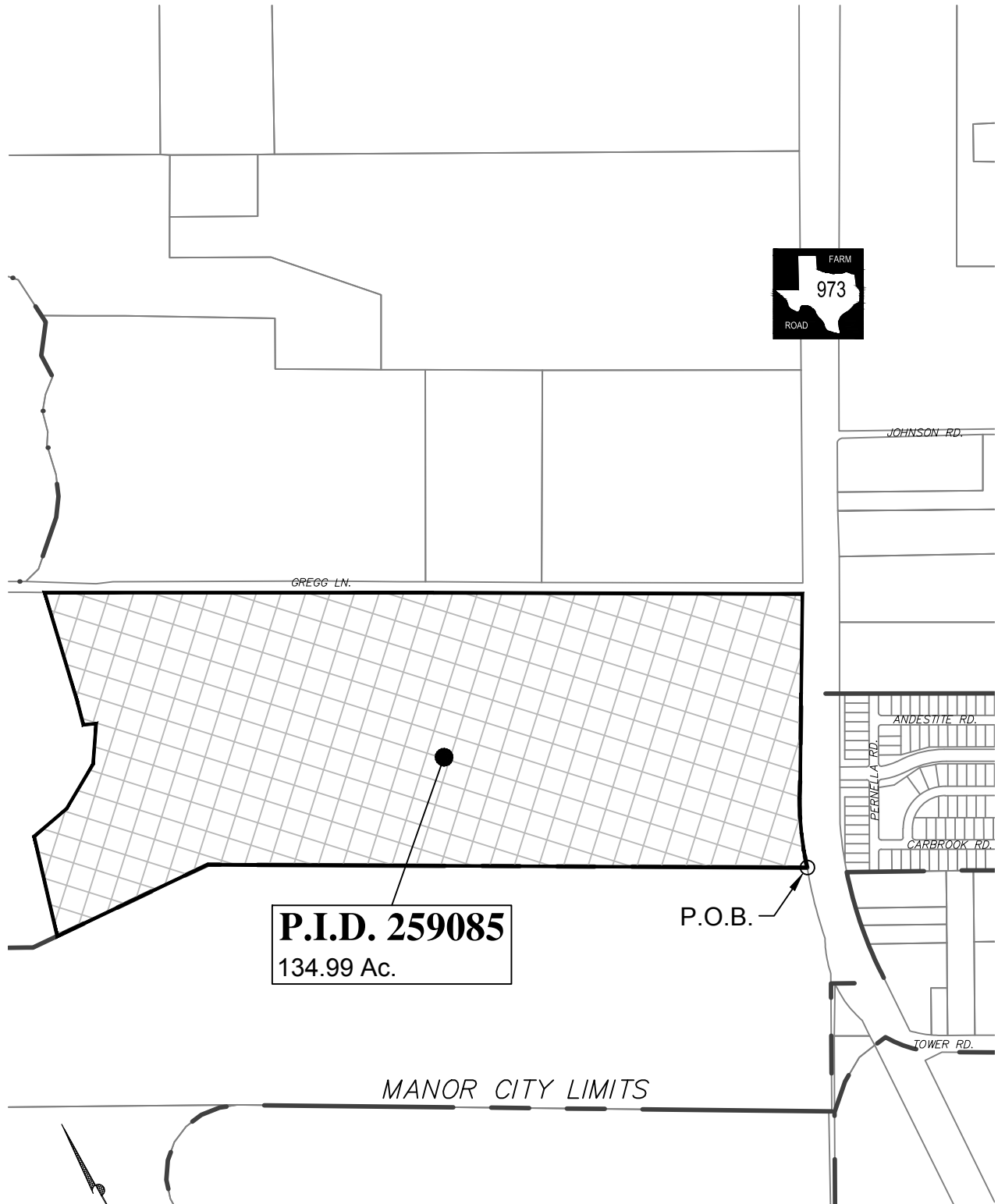
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SCALE: 1" = 900'

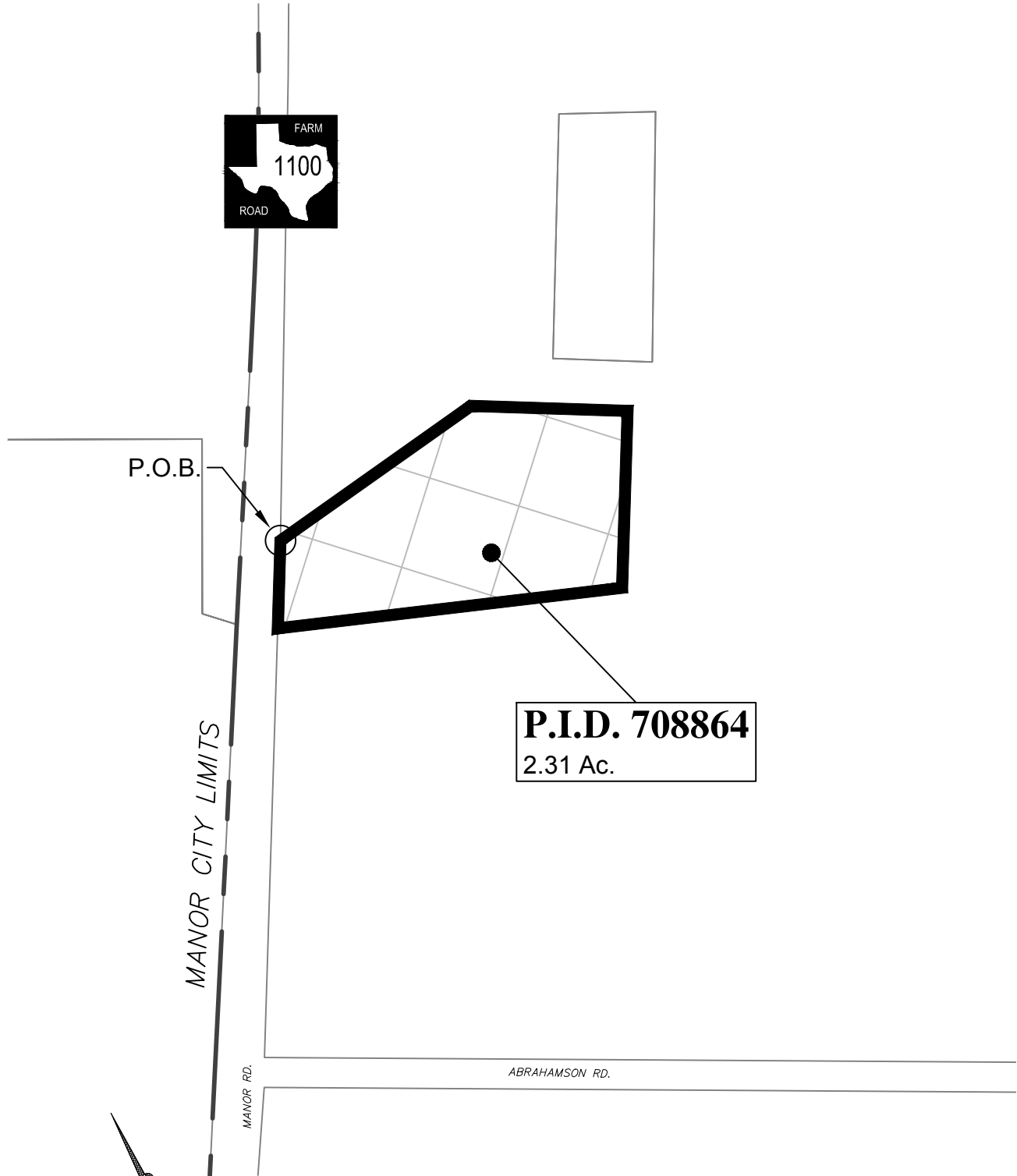
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259074			
ENGINEER Frank T. Phelan, P.E.	DATE 08/22/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

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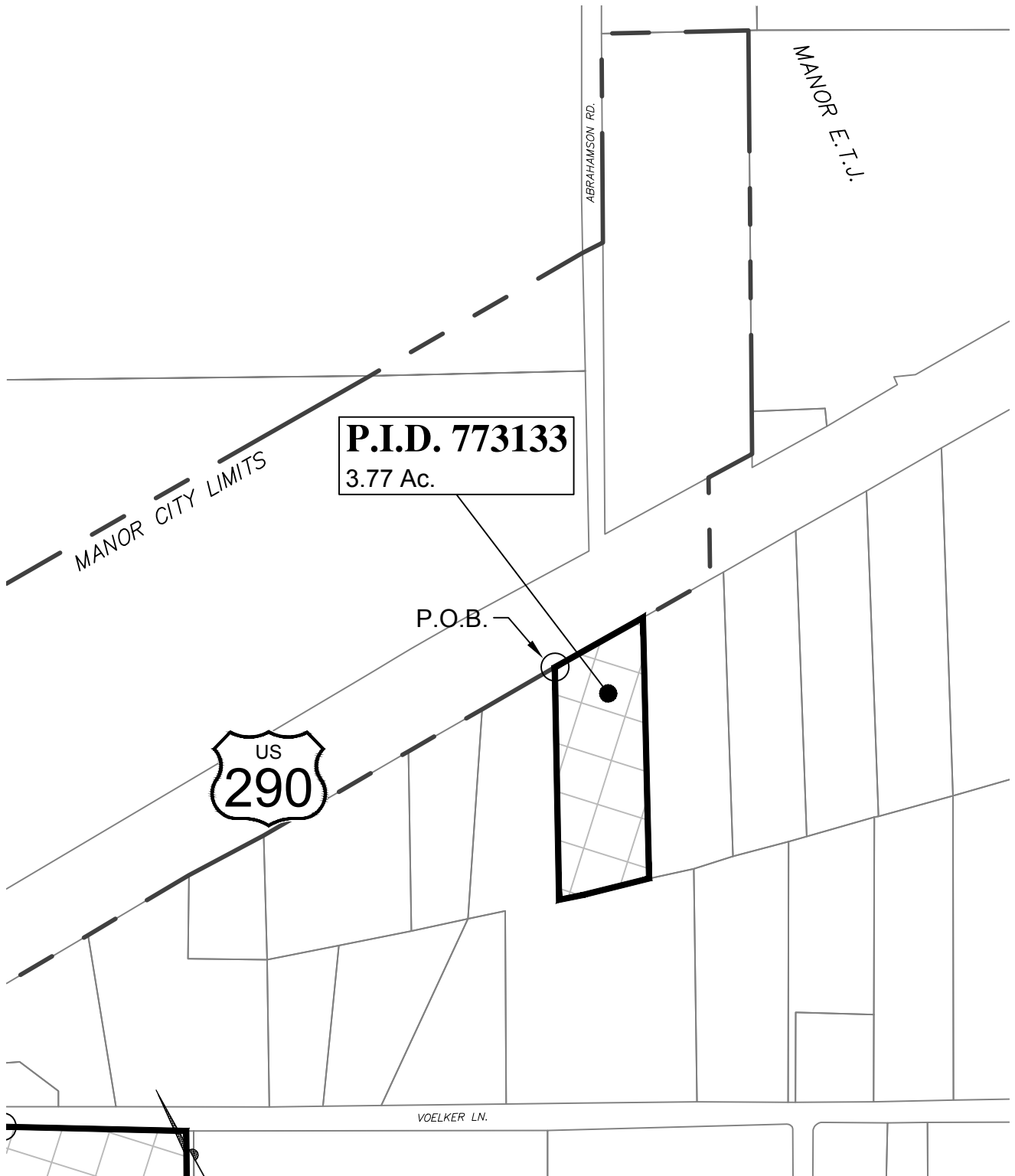


SCALE: 1" = 800'


 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259085			
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	



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SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 773133		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

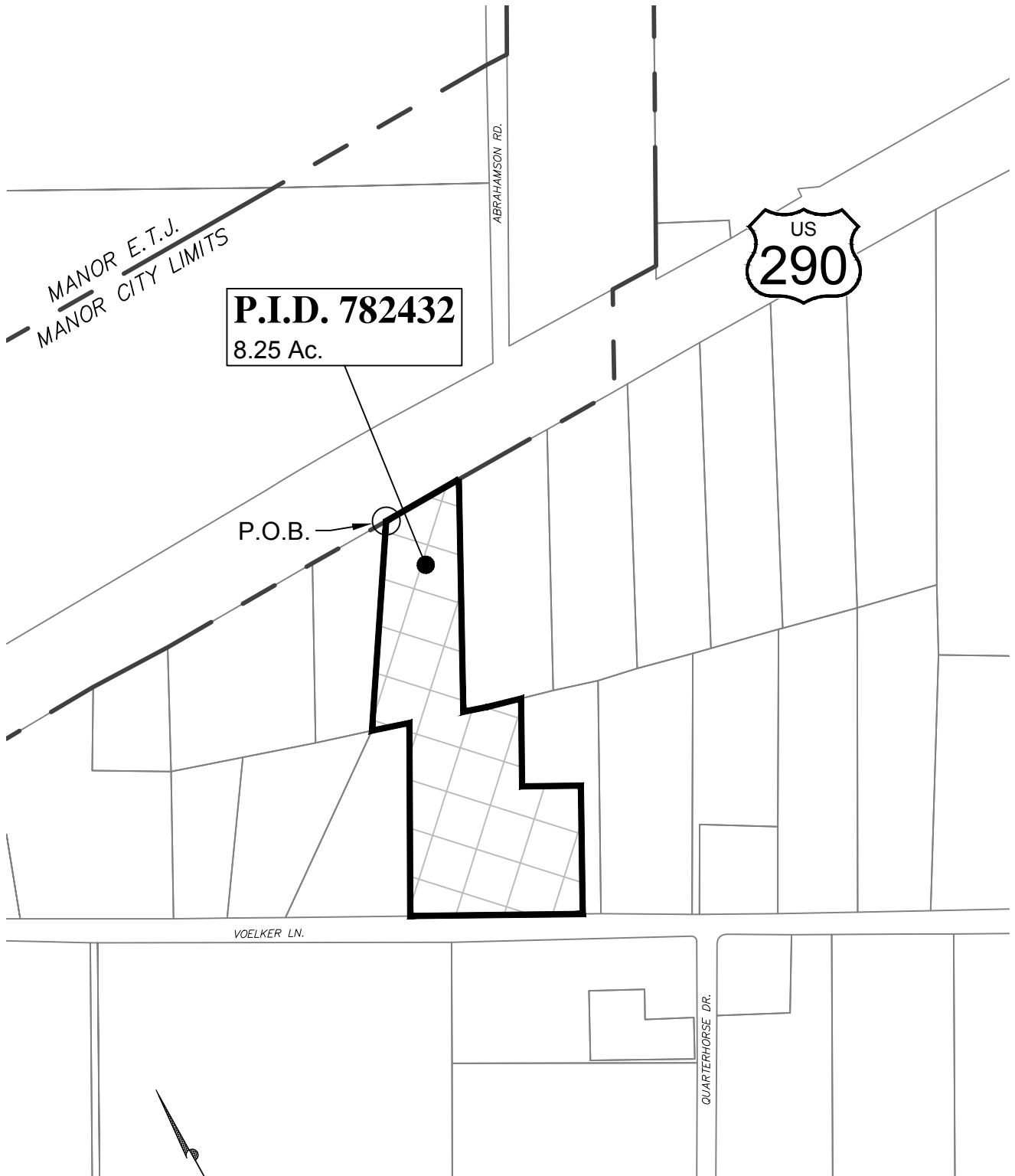
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SCALE: 1" = 400'

 <div>Jay Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780</div>	CITY OF MANOR PROPERTY I.D. 773143			
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

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SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 782432		
ENGINEER Frank T. Phelan, P.E.	DATE 08/16/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 212.172, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is located adjacent to property that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code and that is owned by Owner’s parents or parents-in-law;

WHEREAS, the City initiated the process to annex all or portions of Owner’s Property;

WHEREAS, under Section 212.172, Texas Local Government Code, the City and the Owner are authorized to make agreements regarding the terms for annexation of the Property and the application of City regulations to the Property;

WHEREAS, the Parties desire that the Property remain in the City’s ETJ until such time as the Property develops for uses other than single family residential as described in this Agreement and that the Agreement defined the events that will constitute the Owner’s request for the Property to be annexed into the City; and

WHEREAS, this Agreement is entered into pursuant to Sections 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the Property and as a condition of the Property remaining in the City’s ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for the existing single-family residential

use existing on the Effective Date, except as otherwise provided by this Agreement.

- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, building permit, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1". Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's request to the City to annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The filing for voluntary annexation of the Property into the City by the Owner.
 - (4) The expiration of this Agreement.

- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 212.172, Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority in the same manner the regulations and planning authority are enforced within the City's boundaries, except as specifically provided otherwise in this Agreement, and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. The Owner agrees that the Owner waives vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 are not waived by the Owner.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property or an authorized representative has signed this Agreement and this Agreement shall be finding on all Owners of the Property.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 13. Gender, Number and Headings. Words of any gender used in this Agreement

shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 201__.

Owner (s)

Printed Name: _____

Printed Name: _____

City of Manor, Texas

Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner’s Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date and future single family uses as provided Section 2(c) or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction. In addition, the Owner may construct up to 1 additional single-family residence on the Property, provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:

- (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2. If a portion of the Property is designated as having a homestead exemption by the county appraisal district as of the effective date of this agreement, such designation shall not constitute the Owner's request to be annexed into the city limits as long as that portion of the Property either remains qualified for a homestead exemption or is converted to being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that

the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 13. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 201__.

Owner (s)

Printed Name: _____

Printed Name: _____

City of Manor, Texas

Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards.

BACKGROUND/SUMMARY:

With the creation of a General Office zoning category, the landscaping and signage sections of the Code of Ordinances need to be updated to reflect the new zone. Specifically, a new required amount of landscaping for GO lots that also include multifamily areas that reduce the number of trees and shrubs when over 20,000 SF is landscaped. Also counting the number of tree/shrubs based on "required" landscaping rather than "provided". A provision to prohibit new billboards was added. This allows Manor to apply for a "Scenic City" designation. Billboards have functionally been prohibited because of distance requirements for some time, but this explicitly prohibits new billboards. An outdoor lighting section has been added and largely applies to new businesses to promote night-sky lighting and reduce nuisance lighting.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance 485

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the ordinance amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. 485

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING
MANOR CODE OF ORDINANCES CHAPTER 3 BUILDING
REGULATIONS ARTICLE 3.09 LANDSCAPING AND SCREENING TO
INCLUDE GENERAL OFFICE AND MULTIFAMILY AREAS; ARTICLE
3.10 SIGNS TO INCLUDE GENERAL OFFICE; AND CREATING
ARTICLE 3.11 OUTDOOR LIGHTING STANDARDS.**

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) has found it appropriate to add and modify provisions in the Manor Code of Ordinances to better provide an attractive living environment and to protect the health, safety, morals, and welfare of the present and future residents of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS;

Section 1: Findings Incorporated. The findings set forth above are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Amendment of Chapter 3, Article 3.09, Section 3.09.002 Landscape and Screening Requirements(c)(6) to read as follows:

(6) Required Plantings.

- (A) Institutional (I): For every six hundred (600) square feet of required landscape area, two (2) trees and four (4) shrubs shall be planted for the first twenty thousand (20,000) square feet of required landscape area. For every six hundred (600) square feet of required landscaped area in excess of twenty thousand (20,000) square feet shall plant one-eighth (1/8) tree and three (3) shrubs.
- (B) General Office (GO), Multi-Family (R-3)(R-4): For every six hundred (600) square feet of required landscape area, two (2) trees and four (4) shrubs shall be planted for the first twenty thousand (20,000) square feet of required landscape area. For every six hundred (600) square feet of required landscaped area in excess of twenty thousand (20,000) square feet shall plant one-eighth (1/4) tree and three (3) shrubs.
- (C) All other zoning districts, save and except, Agricultural (A) and Single-Family (R-1)(R-2): For every six hundred (600) square feet of required landscaped area, two (2) trees and four (4) shrubs shall be planted.
- (D) To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than fifty (50) feet away from the trunk of tree, unless otherwise approved by the Commission.

Section 3. Amendment of Chapter 3, Article 3.10, Section 3.10.006 Definitions to add the definition for “Sign, portable” immediately following “Sign, political” as follows:

Sign, portable means a sign that is not permanently anchored or secured to a building or not having supports or braces permanently secured in the ground or signs mounted on wheels so as to be capable of being pulled by a motor vehicle from one location to another. Including but not limited to inflatables, tethered balloons, moving signs, beacons, and signs on or controlled by a person.

Section 4. Amendment of Chapter 3, Article 3.10, Section 3.10.007(3)(A) On-Site Signs to read as follows:

- (A) Attached signs shall be permitted for each separate establishment or enterprise occupying a building or unit thereof. The total maximum face area of all attached signs permitted for establishments or enterprises occupying a building shall be related to the length of the wall of the building’s principal entrance. Except as hereafter provided; the total maximum face area for all attached signs shall not exceed X square feet per linear foot of building frontage where X equals:

Zoning District	X = Factor
Residential Districts (R-1) (R-2)(M-1)	One (1) square foot per lot
Subdivision entry sign	See section 3.10.007(2)(B)
Multifamily Residential (R-3)(R-4)	See section 3.10.007(2)(B)
Manufactured Housing (M-2)	See section 3.10.007(2)(B)
Neighborhood Business (NB)	0.75 X Building Frontage 0.50 X Building Frontage if low profile sign is permitted
Commercial Light (C-1)	2.0 X Building Frontage 1.75 X Building Frontage if high or low profile sign is permitted
Commercial Medium (C-2)	1.5 X Building Frontage 1.25 X Building Frontage if high or low profile sign is permitted
Commercial Heavy (C-3)	1.0 X Building Frontage 0.75 X Building Frontage if high or low profile sign is permitted

General Office (GO)	1.0 X Building Frontage 0.75 X Building Frontage if low profile sign is permitted
Downtown Business District (DBD)	2.0 X Building Frontage 1.75 X Building Frontage if low profile sign is permitted
Institutional District (I)	0.5 X Building Frontage 0.25 X Building Frontage if low profile sign is permitted
Industrial District (IN-1)(IN-2)	1.0 X Building Frontage 0.75 X Building Frontage if low profile sign is permitted

Section 5. Amendment of Chapter 3, Article 3.10, Section 3.10.014(h) Sign Standards as follows:

(h) Off-site signs. Other than sign kiosks, no off-site shall be permitted.

(1) Billboard signs. Billboard signs shall not be allowed.

(2) Existing billboard signs. Signs in existence prior to September 20, 2017 shall not exceed 40 feet (40') in height and shall not have a face area, or gross surface area greater than six hundred seventy-two (672) square feet; provided that a billboard with signs located back to back and facing opposite directions may have up to (or no more than a total of) six hundred and seventy-two (672) square feet of surface area for each of the two sign faces.

(3) Kiosk signs.

(A) Kiosk signs, approved by the city council, may be permitted in a public right-of-way. A kiosk sign approved by city council shall include a license and maintenance agreement when the kiosk is located in a state, county or city right-of-way. Such kiosk sign may be erected on property owned by the city.

(B) A kiosk sign structure shall not exceed nine (9) feet in height, four (4) feet in width and shall display no more than ten (10) sign panels. Individual panels may not exceed forty (40) inches in width or ten (10) inches in height. Sign panels shall contain the following information: Name, trademark and/or logo of commercial business, new subdivision or homebuilder, directional information and a line of text which is part of a recognized trademark or logo. Sign panels may also contain the name of a governmental facility, golf course, or park and

directional information. These signs shall not be illuminated nor contain tags, sign streamers or attention-getting devices or other appurtenances. Kiosk signs shall not be located where they will obstruct traffic or the views of traffic. Sign panels must be approved by the city to ensure compliance with this article and all applicable ordinances before they are erected.

Section 6. Amendment of Chapter 3 adding Article 3.11 OUTDOOR LIGHTING as follows:

ARTICLE 3.11 OUTDOOR LIGHTING

3.11.001 - Purpose and intent

To afford every citizen of Manor the flexibility to engage in the pursuit of safe, inexpensive lighting practices for the purpose of commerce and private use without being impeded upon or impeding upon other citizens desiring a more pristine nighttime environment free from light pollution, waste, trespass, or clutter while providing nighttime safety, security and productivity. Accordingly, it is the intent of this Ordinance to encourage lighting practices and systems which will minimize light pollution, glare, light trespass, and conserve energy while maintaining nighttime safety, utility, security and productivity.

3.11.002 - Applicability

(a) New uses, buildings and additions. All proposed new land uses, developments, buildings, structures, or building additions of twenty-five percent (25%) or more in terms of additional dwelling units, gross floor area, seating capacity, or other units of measurement specified herein, either with a single addition or cumulative additions subsequent to the effective date of this provision, July 7, 2007, shall meet the requirements of this Ordinance for the entire property. This includes additions which increase the total number of required parking spaces by twenty-five percent (25%) or more. For all building additions of less than twenty-five percent (25%) cumulative, the applicant shall only have to meet the requirements of this Ordinance for any new outdoor lighting provided.

(b) Change of use/intensity. Except as provided in subsection (c) of this section, whenever the use of any existing building, structure, or premises is changed to a new use, or the intensity of use is increased through the incorporation of additional dwelling units, gross floor area, seating capacity, or other units of measurement specified herein, and which change of use or intensification of use creates a need for an increase in the total number of parking spaces of 25 percent or more, either with a single change or cumulative changes subsequent to the effective date of this provision, then all outdoor lighting facilities shall meet the requirements of this Ordinance for the entire property, to the maximum extent possible as determined by the Director of Development. For changes of use or intensity which require an increase in parking of less than twenty-five percent (25%) cumulative, the applicant shall only have to meet the requirements of this Ordinance for any new outdoor lighting provided.

(c) Compliance for single-family residences shall be enforced on a complaint basis.

3.11.003 - Conflicting Regulations

In the event of conflict between the regulations set forth in this Code and any other regulations applicable to the same area, the more stringent limitation or requirement shall govern.

3.11.004 - Nonconforming uses, structures or lots

(a) Whenever a nonconforming use, structure or lot is abandoned for a period of 180 consecutive days and then changed to a new use according to the requirements of Section 3.01.008, then any existing outdoor lighting shall be reviewed and brought into compliance as necessary for the entire building, structure or premises, to the maximum extent possible as determined by the Director of Development.

(b) No outdoor lighting fixture or use which was lawfully installed or implemented prior to the enactment of this Ordinance shall be required to be removed or modified except as expressly provided herein; however, no modification or replacement shall be made to a nonconforming fixture unless the fixture thereafter conforms to the provisions of this Ordinance, except that identical lamp replacement is allowed.

(c) In the event that an outdoor lighting fixture is abandoned or is damaged to the point of requiring repairs for safe operation, the repaired or replacement fixture shall comply with the provisions of this Ordinance.

3.11.005 - Approved materials and methods of construction or installation/operation

(a) The provisions of this Ordinance are not intended to prevent the use of any design, material or method of installation or operation not specifically prescribed by this Ordinance, provided any such alternate has been approved by the City Council.

(b) The City Council may approve any such proposed alternate provided that such alternate:

(1) Provides at least equivalence to the applicable specific requirements of this Ordinance; and

(2) Is otherwise satisfactory and complies with the intent of this Ordinance.

3.11.005 - Definition

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means the discontinuation of use for a period of six (6) months.

Class 1 lighting means all outdoor lighting used for but not limited to outdoor sales or eating areas, assembly or repair areas, advertising and other signs, recreational facilities and other similar applications where color rendition is important.

Class 2 lighting means all outdoor lighting used for but not limited to illumination for walkways, roadways, equipment yards, parking lots and outdoor security where general illumination of the grounds is the primary concern.

Class 3 lighting means any outdoor lighting used for decorative effects, including but not limited to architectural illumination, flag monument lighting, and illumination of trees, bushes, etc.

Development Director means the Director of Development for the city or his/her designated representative.

Development project means any residential, commercial, industrial or mixed use subdivision plan or individual building development or remodeling plan which is submitted to the city for approval.

Direct illumination means illumination resulting from light emitted directly from a lamp, luminary or reflector, not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.

Fully shielded fixture means that fixtures are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted. See Appendix A [to Ordinance 2007-15] for examples.

Installed means attached, or fixed in place, whether or not connected to a power source.

Light trespass is spill light falling over property lines that illuminates adjacent grounds or buildings in an objectionable manner.

Lumen is the unit used to measure the actual amount of visible light, which is produced by a lamp as defined by the manufacturer.

Luminary means the complete lighting assembly, less the support assembly.

Multi-class lighting means any outdoor lighting used for more than one purpose, such as security and decoration, when those purposes fall under the definitions for two or more lighting classes as defined for Class 1, 2 and 3 lighting above.

Motion sensing security lighting means a fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.

Net acreage means the remaining ground area of a parcel after deleting all portions for proposed and existing public rights-of-way and undeveloped area.

Outdoor light fixtures means all outdoor illuminating devices, reflective surfaces, lamps and other devices, either permanently installed or portable, which are used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and floodlights for:

- (a) Buildings and structures.
- (b) Recreational areas.
- (c) Parking lot lighting.
- (d) Landscape and architectural lighting.

- (e) Billboards and other signs (advertising or other).
- (f) Street lighting, excluding antique street and pedestrian lighting as approved by the City Council or such other person as they may authorize.
- (g) Product display area lighting.
- (h) Building overhangs and open canopies.
- (i) Security lighting.

Outdoor recreation facility means an area designed for active recreation, whether publicly or privately owned, including but not limited to parks, baseball diamonds, soccer and football fields, golf courses, tennis courts and swimming pools.

Person includes a corporation, company, partnership, firm, association or society, as well as an individual.

Security lighting means lighting designed to illuminate a property or grounds for the purpose of visual security. This includes fully shielded lighting designed to be left on during nighttime hours as well as motion sensing lighting fixtures.

Temporary lighting means lighting which does not conform to the provisions of this Ordinance and which will not be used for more than one 45-day period within a calendar year. Temporary lighting is intended for uses which by their nature are of limited duration; e.g. holiday decorations, civic events, or construction projects.

Total outdoor light output means the maximum total amount of light, measured in lumens, from all outdoor light fixtures on a property. For lamp types that vary in their output as they age (such as high pressure sodium and metal halide), the initial output, as defined by the manufacturer, is the value to be considered.

Unshielded fixture means a fixture that allows light to be emitted above the horizontal directly from the lamp or indirectly from the fixture or a reflector. See Appendix A [to Ordinance 2007-15] for examples.

Watt is the unit used to measure the electrical power consumption (not the light output) of a lamp.

3.11.006 - Preferred source

Due to their high energy efficiency, long life and spectral characteristics, low-pressure sodium (LPS) lamps are the preferred illumination source throughout the city. Their use is encouraged for outdoor illumination whenever possible.

3.11.007 - Lighting requirements

- (a) Outdoor floodlighting by floodlight projection above the horizontal is prohibited except for lamps specifically exempted under subsections K and Q of this section and properly adjusted motion sensing security lighting fixtures as defined in section 3.11.005.

(b) All light fixtures which are required to be shielded shall be installed in such a manner that the shielding complies with the definition of fully shielded fixtures.

(c) All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

(d) No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

(e) Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction or as permitted in section 3.11.010. Does not include an approved special event permit.

(f) Class 1 lighting, including but not limited to, sales, service, commercial, assembly, repair, maintenance, and industrial areas, may only continue in operation until 10:00 p.m., or for as long as the area is in active use. This provision is not applicable to fixtures lawfully installed or implemented prior to the adoption of the Ordinance.

(g) Class 2 lighting shall have no time restrictions except as specified by the City Council for new projects as specified herein.

(h) Class 3 lighting, except for flagpole lighting, should be extinguished after 10:00 p.m. or when the business closes, whichever is later, except that low-wattage holiday decorations may remain on all night from November 1 to January 30.

(i) Multi-class lighting, except for security lights, must conform to the time limitations of the strictest class.

(j) Except as permitted in subsections (k), (l) and (m) of this section, total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property. No more than 5,500 lumens per net acre may be accounted for by lamps in unshielded fixtures permitted in subsection (q) of this section.

(k) Lighting, in all cases, for all outdoor athletic fields, courts, tracks or ranges shall be considered Class 1. Lighting allowed in this subsection shall be subject to approval of the City Council. When the proposed lumens per acre exceeds the limits of subsection (j) of this section, the installation shall be designed to achieve no greater than the minimum luminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA). The installation shall also limit off-site spill (off the parcel containing the sports facility) to a maximum of 0.5 fc at any location on any nonresidential

property, and 0.05 fc at any location on any residential property, as measurable from any orientation of the measuring device. Every such lighting system design shall be certified by a Texas registered engineer as conforming to all applicable restrictions of this Ordinance. All events shall be scheduled so as to complete all activity by 10:00 p.m. Illumination of the playing field, court, track or range shall be permitted after 10:00 p.m. only to conclude a scheduled event that was unable to conclude before 10:00 p.m. due to unusual circumstances. Fully shielded lighting shall be required for fields designed for amateur, recreational or nonprofessional sports activity. For professional level sports facilities where fully shielded fixtures are not utilized, acceptable luminaries shall include those which:

- (1) Are provided with internal or external glare control louvers, or both, and installed so as to minimize uplight and off-site light trespass as required in subsection J of this section; and
- (2) Are installed and maintained with aiming angles that permit no greater than two percent of the light emitted by each fixture to project above the horizontal.

(l) Lighting for outdoor display lots shall be considered Class 1, and shall conform to the lumens per acre limits of subsection (j) of this section except as follows:

- (1) All such lighting shall utilize fully shielded luminaries that are installed in a fashion that maintains the fully-shielded characteristics. When the proposed lumens per acre exceed the limits of subsection (j) of this section the installation shall be designed to achieve no greater than the minimum luminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA). The installation shall also limit off-site spill (off the parcel containing the display lot) to a maximum of 0.5 fc at any location on any nonresidential property, and 0.05 fc at any location on any residential property, as measurable from any orientation of the measuring device. Every such lighting system design shall be certified by a state registered engineer as conforming to all applicable restrictions of this Ordinance. Outdoor display lot lighting exceeding the lumens per acre cap of section J of this section shall be turned off at 10:00 p.m. or within 30 minutes after closing of the business or activity whichever is later. Lighting in the outdoor display lot after this time shall be limited to Class 2 lighting, and shall conform to all restrictions of this Ordinance applicable for this class, including the lumens per acre caps in section (j) of this section.

- (2) Lighting allowed in this subsection shall be subject to approval of the City Council.

(m) Lighting for service station or similar canopies shall be considered Class 1 lighting. All luminaries shall be flush with the lower surface of canopies and utilize flat glass or plastic covers. The total light output used for illuminating service station canopies, defined as the sum of undercanopy initial bare-lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy. All lighting mounted under the canopy except internally

illuminated signs, shall be included in the total. Fifty percent (50%) of the lumen output of all lamps mounted within or under a canopy, except internally illuminated signs, is included in the lumen caps in subsection (j) of this section.

(n) Lighting used for all externally illuminated signs shall conform to all restrictions of this Ordinance and shall be fully shielded.

(o) All site lighting not directly associated with the special uses as permitted in sections 3.11.005 and 3.11.007 shall conform to all lighting standards described in this Ordinance.

(p) Outdoor internally illuminated advertising signs shall either be constructed with an opaque background and translucent letters and symbols or with a colored (not white, cream, off-white, yellow or other light color) translucent background, with either translucent or opaque letters and symbols. Opaque means only that the material must not transmit light from the internal illumination source; the color of such opaque backgrounds is not restricted by this section. Lamps used for internal illumination of such signs shall not be included in the lumens per net acre limit set in subsection (j) of this section.

(q) The requirements for lamp source and shielding of light emissions for outdoor light fixtures are as follows:

Shielding use code:

A = allowed, unshielded;

F = allowed, fully shielded

Lamp Type	Shielding
Class 1, 2 and 3 lighting:	
All lamp types above 2,050 lumens	F (See Note 1)
All types below 2,050 lumens	A (See Note 2)
All neon tube lighting	F
Lamps in motion sensing security lights (see section 3.11.005)	A (See section 3.11.005)

Note 1. Examples of lamp types of 2,050 lumens and below (the acceptability of a particular light is decided by its lumen output, not wattage. Check manufacturer's specifications):

1. 100 Watt Standard Incandescent and less
2. 100 Watt Midbreak Tungsten-Halogen (quartz) and less
3. 25 Watt T-12 Cool White Fluorescent and less

4. 18 Watt Low Pressure Sodium and less

Note 2. Lights shall be shielded whenever feasible to minimize light spilled into the night sky or adjacent properties. Unshielded lights (all types) are limited to a maximum of 5,500 lumens per net acre (see subsection (j) of this section. Residential parcels and development projects containing one net acre or less are allowed 5,500 lumens of unshielded light (all Classes).

3.11.008 - Parking lot lighting standards.

Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

3.11.009 - Infrared security lighting.

Such lighting is permitted in all zones with the following restrictions:

- (a) Fixed lights must be fully-shielded.
- (b) Moveable lights, such as spotlights attached to infrared-sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

3.11.010 - Temporary lighting permits.

(a) The Director of Development may grant a permit for temporary lighting if he/she finds all of the following:

- (1) The purpose for which the lighting is proposed is not intended to extend beyond 45 days;
- (2) The proposed lighting is designed in such a manner as to minimize light pollution as much as is feasible;
- (3) The proposed lighting will comply with the general intent of this Ordinance; and
- (4) The permit will be in the public interest.

(b) The Director of Development shall rule on the application within five (5) business days from the date of submission of the request and notify the applicant in writing of his/her decision. The Director of Development may grant one renewal of the permit for an additional 30 days if he/she finds that, because of an unanticipated change in circumstances, a renewal would be in the public interest. The Director of Development is not authorized to grant more than one temporary permit and one renewal for the same property within one calendar year.

(c) Temporary lighting permits are not required for low-wattage holiday lighting.

3.11.011 - Variances

Any person desiring to install an outdoor lighting fixture in violation of this Ordinance may apply to the Board of Adjustment for a variance from the regulation in question. Such variances shall be allowed only as provided by Ch. 14 Art. 14.02 Exhibit A Art. IV Sec. 72.

3.11.012 - Permits and plan review

(a) Whenever a person is required to obtain a building or electrical permit for outdoor lighting or signage, a conditional use permit, subdivision approval or any site development plan approval by the city, including all city projects, or whenever a person requests annexation or rezoning, the applicant shall, as a part of said application, submit sufficient information to enable the Director of Development to determine whether the proposed lighting will comply with this Ordinance. All applications may be subject to review and action by the City Council at the discretion of the Director of Development or the City Council.

(b) All applications, except those for single-family residences, shall include the following:

- (1) Site plan indicating the proposed location of all outdoor lighting fixtures;
- (2) A description of each illuminating device, fixture, lamp, support and shield. This description may include, but is not limited to, manufacturer's catalog cuts and drawings (including sections where required), lamp types and lumen outputs;
- (3) Photometric data, such as that furnished by manufacturers, or similar, showing the angle of cut-off of light emissions for the proposed luminaire; and
- (4) Such other information as the Director of Development may determine is necessary to ensure compliance with this Ordinance.

(c) If the Director of Development determines that the proposed lighting does not comply with this Ordinance, the permit shall not be issued or the plan approved.

3.11.013 - Violations and enforcement

It shall be unlawful to install or operate an outdoor light fixture in violation of this Ordinance. Any person violating any provisions of this Ordinance shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance and use continues is a separate offense.

Section 7. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of such conflict and shall hereinafter read as provided herein. To the extent only, if any, necessary to accomplish the purposes of this ordinance, any such term, condition or provision of any ordinance of the city that is in conflict herewith is hereby repealed to the extent of such conflict.

Section 8. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 9. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapt. 551, Loc. Gov't Code*.

Section 10. Effective Date. This ordinance shall take effect immediately from and after its passage and publication.

DULY PASSED AND ADOPTED this the 20th day of September, 2017

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines.

BACKGROUND/SUMMARY:

Amendments to Art. 4.03 are to clarify that a valid "U.S" license or identification is required to obtain a permit. Our current Towing and Wrecker article is being repealed in its entirety and replaced by a new Article proposed by Chief Ryan Phipps (fees for this were approved on Sept. 6th in the Fee Schedule). Art. 4.07 Filming Guidelines is being added to promote the city as a "Film-Friendly" location.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance 486

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance amending Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. 486

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING MANOR CODE OF ORDINANCES CHAPTER 4 BUSINESS REGULATIONS AMENDING ARTICLE 4.03 PEDDLERS, SOLICITORS, FOOD VENDORS, SPECIAL EVENTS AND OUTDOOR SALES; REPEALING AND REPLACING ARTICLE 4.04 TOWING AND WRECKER SERVICES; CREATING ARTICLE 4.07 FILMING GUIDELINES; PROVIDING EXHIBIT A APPLICATION FOR FILMING; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES AND PENALTY; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Manor, Texas to adopt filming guidelines and strive to become a filming-friendly city, as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated as if fully set forth herein.

SECTION 2: Information Required. Amendment of Chapter 4, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events and Outdoor Sales, Division 2, Section 4.03.043(3) Information required on application as follows:

(3) Valid U.S. driver's license or identification number, including type of license if a mobile food permit is requested;

SECTION 3: Repealing in its entirety Article 4.04 Towing and Wrecker Services and replacing as follows:

ARTICLE 4.04 TOWING AND WRECKER SERVICES

Sec. 4.04.001 - Purpose

The proper and safe functioning of the wrecker business has a critical impact on the safety and welfare of the public since it involves the use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstructions to traffic. Therefore, the privilege of any person to engage in the wrecker business in the city shall be subject to regulation in order to protect the health, safety and welfare of the public.

Sec. 4.04.002 - Compliance with state/ federal law

Any person operating a tow truck and/or wrecker shall comply with all applicable state and federal laws. A failure to comply with applicable state and federal laws is a violation of this article.

Sec. 4.04.003 - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accident or collision means any occurrence which renders a vehicle wrecked or disabled.

Certificate holder means any person possessing a current, valid certificate of registration to engage in the wrecker business in the City of Manor.

Certificate of registration means written authorization granted by the chief of police, under the provisions of this article, to a wrecker company having a place of business within the city or outside the city operating a tow truck that performs non-consent tows.

Chief of police means the chief of police for the City of Manor or the person designated by him to act in his stead for the purposes of this article.

Consent tow means any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer.

Inspection sticker means written authorization granted by the chief of police, under the provisions of this article and affixed to a tow truck used by a wrecker company on the rotation list, indicating that the tow truck has passed the required inspection.

Manufacturer's certificate means a plate permanently affixed to either a truck, wrecker equipment or tow sling by the manufacturer of the equipment which states the vehicle's or equipment's gross poundage capacity.

Motor vehicle means any vehicle which is self-propelled. This does not include motor assisted bicycles as defined by the laws of the state.

Non-consent tow means any tow of a motor vehicle that is not a consent tow.

Owner means any person who holds the legal title to a motor vehicle, or has the legal right of possession thereof. This does not include any person who has gained possession of a motor vehicle only as a result of wrecker services performed.

Repossession means a tow made by or on behalf of a lien holder taking possession of collateral.

Rotation list means the list, prepared in accordance with the provisions of this article, of wrecker companies which have applied and qualified to appear thereon, and which maintain inspected tow trucks of a capacity required to be on said list.

Tow truck means a motor vehicle, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, including but not limited to motor vehicles, but not including devices moved only by human power, or used exclusively on stationary rails or tracks.

Wrecker shall have the same definition as tow truck.

Wrecker business means the business of towing vehicles not belonging to the wrecker company on a public street within the incorporated limits of the city for compensation, or with the expectation of compensation, including but not limited to compensation for towing, storage, and repair. It does not include towing a vehicle to a point outside the city when the owner requests that it be towed to a point outside the city, except as otherwise provided in this article.

Wrecker company means any person engaged in the wrecker business.

24 hour Dispatch Center means the emergency dispatch provider for the Manor Police Department.

Sec. 4.04.004 - Requirements to perform non-consent tows

(a) It shall be unlawful for a person to operate a tow truck that performs non-consent tows in the city unless the person has a certificate of registration issued by the chief of police, except as provided in subsection (b)(9) of this section.

(b) An applicant for a certificate of registration to perform non-consent tows shall submit, on a form provided by the chief of police, a verified application containing or accompanied by the following:

(1) The true name, the trade name, principal business address, and telephone number that is answered 24 hours a day, of the wrecker company.

(2) The list of wreckers proposed to be operated by the wrecker company, including but not limited to the motor vehicle identification number, make, unit number and the name of the owner of the wrecker listed (the wrecker company affiliate), if different from the wrecker company applying for the certificate of registration.

(3) The name of the owner of the wrecker company, partners or corporation officers.

(4) A certificate of public liability and property damage insurance for each tow truck to be registered, issued by a casualty company authorized to do business in the state, in the standard form approved by the city attorney, containing a provision that at least ten days' prior notice of cancellation of said insurance shall be given to the chief of police, by the insurance company, and with the insured provision of such policy including the city as an additional insured and the coverage provision ensuring members of the public from any loss or damage that may arise to any person or property by reason of the operation of a certificate holder's business and providing that the combined single limit liability insurance coverage amount for bodily injury to or death of an individual per occurrence, loss or

damage to property shall be as currently established or as hereafter adopted by resolution of the city council from time to time.

(5) A certificate of on-hook cargo insurance to cover damage to a towed vehicle during hookup and/or towing in the minimum amount as currently established or as hereafter adopted by resolution of the city council from time to time.

(6) A copy of a vehicle storage facility license issued by the state department of transportation, pursuant to the Vehicle Storage Facility Act, V.T.C.A., Occupations Code ch. 2303.

(7) A copy of the motor carrier certificate of registration issued by the state department of transportation.

(8) A yearly inspection sticker fee as currently established or as hereafter adopted by resolution of the city council from time to time.

(9) This section does not apply to nor prohibit a wrecker company which obtained a motor carrier certificate of registration from the state department of transportation, and having a place of business outside the incorporated city limits, from making a consent tow within the city.

(Code 1995, § 4.304)

Sec. 4.04.005 - Certificate of registration for non-consent tows, issuance, and expiration

(a) The chief of police or authorized designee shall register a wrecker company and issue a certificate of registration under this article which is determined to be in compliance with the requirements under Section 4.04.004. However, the chief of police may deny an application for a certificate of registration if the applicant:

- (1) Has had a registration revoked under V.T.C.A., Transportation Code § 643.252;
- (2) Operates a tow truck after the state registration has been revoked;
- (3) Causes or allows the operation of a tow truck by an unlicensed driver on the public roadways;
- (4) Operates a tow truck performing non-consent tows without a certificate of registration on the public roadways;
- (5) Submits false information on a registration application;
- (6) Fails to maintain insurance required by state law for the operation of a wrecker company or its equipment; or
- (7) Other legal grounds exist for denying such certificate of registration.

(b) Each certificate of registration issued shall expire at midnight on December 31 of the calendar year of issuance, and will be renewable only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(c) Each wrecker company which has received a certificate of registration under this article shall at all times carry a copy of its certificate of registration in each wrecker it operates.

(d) Each wrecker company which has received a certificate of registration shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated information, such as but not limited to replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, or expiration of storage facility license, shall be grounds for suspension or revocation of a certificate of registration.

Sec. 4.04.006 - Rotation list for non-consent tows

The chief of police shall establish and maintain a rotation list from which list wreckers shall be picked to answer calls for non-consent tows. Each wrecker company who applies and meets the requirements herein shall be entitled to one place on said list. The names of the wrecker companies on the list shall be listed in numerical order, beginning with the date the application is approved.

Sec. 4.04.007 – Evidentiary Storage Fee

Evidentiary vehicles towed to the Manor Police Department for storage will accrue a daily fee and shall be paid by the registered owner of said vehicle at the time evidentiary value is done. The vehicles registered owner will also be responsible for towing cost accrued for towing to the Manor Police Department. Failure to pay associated fees will result in the Manor Police Department issuing liens against held vehicle and/or seizure of vehicle through court process.

Sec. 4.04.008 – Management

The chief of police or his designee shall manage all complaints, contest of non-consent tow or impounds and illegal tows within the City of Manor. Work with the Texas Department of Licensing and Regulation (TDLR) with regards to complaints against wrecker companies.

A management fee shall be applied to all tows originating in the City of Manor or by request from the Manor Police Department as currently established or as hereafter adopted by resolution of the city council from time to time.

Sec. 4.04.009 - Qualifications

(a) A wrecker company may participate on the rotation list if the wrecker company meets the following requirements:

- (1) It has registered and received a certificate of registration and inspection sticker for each tow truck it owns or will use while on the rotation list under this article;

- (2) It owns, leases, or otherwise lawfully possesses and operates a storage facility located in or within 3 miles of the incorporated limits of the city where all motor vehicles it tows on behalf of the city shall be stored at all times and which:
 - a. Is enclosed by a permanent six-foot solid sheet metal, concrete wall, or steel chain link fence; and
 - b. Has a gate which is locked when there is no attendant on duty or after normal business hours;
 - (3) It maintains at least one wrecker;
 - (4) It maintains 24-hour wrecker service and a local telephone number which is answered 24 hours a day;
 - (5) It is able to respond to any location in the city within 15 minutes of being notified by telephone. Tow trucks 2½ tons or more in size must be able to respond within 30 minutes after notification;
 - (6) It has someone available 24 hours a day to release any vehicle impounded within 30 minutes of a request by the owner or the police department;
 - (7) It or the owner of the leased storage facility holds a license issued by the state department of transportation, pursuant to the Vehicle Storage Facility Act, V.T.C.A., Occupations Code ch. 2303;
 - (8) It submits an application for placement on the rotation list.
- (b) A wrecker company shall submit a verified application for placement on the rotation list, on a form provided by the chief of police, containing or accompanied by the following:
- (1) A copy of a vehicle storage facility license issued by the state department of transportation for a storage facility within the city.
 - (2) A list of all drivers and their driving records, obtained from the state department of public safety, and said list shall be updated as new drivers are added or when a driver's license is suspended or revoked.
 - (3) A city certificate of insurance form indicating general liability in the amount as currently established or as hereafter adopted by resolution of the city council from time to time, in addition to the insurance requirements under section 01-004(b)(4).
 - (4) A certificate from the appropriate tax assessor-collector agency that certifies that all city taxes on all properties, real and personal, to be used in connection with the applicant's wrecker business are current. The certificate shall list the name of the wrecker business, its subsidiaries or assumed names.

(c) The maximum fees as currently established or as hereafter adopted by resolution of the city council from time to time may be charged by wrecker companies under this article for the use of wreckers on the rotation list.

(d) A wrecker company will automatically be removed from the rotation list on the expiration date of its certificate of registration, as provided in Section 4.04.005, and will be placed back on the list only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal request application.

(e) Each wrecker company having a place on the rotation list shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated information, such as but not limited to replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, change in storage facility, or expiration of storage facility license, shall be grounds for suspension or removal from the rotation list.

Sec. 4.04.010 - Inspection sticker - Minimum requirements

(a) In order to receive an inspection sticker, each wrecker shall meet the following minimum requirements:

- (1) Shall have a capacity of not less than one ton.
- (2) Shall display in a permanent manner the name and 24-hour phone number of the holder of the certificate of registration on both sides of each wrecker.
- (3) Shall display in a permanent manner the names of the wrecker companies listed on the certificate of registration as affiliates.
- (4) Shall be in a condition such that it can be safely and reliably used as a wrecker.
- (5) Shall include the manufacturer's certificate and be equipped with a power-operated winch, winch line and boom, with a rated or tested lifting capacity of not less than 8,000 pounds single line capacity.
- (6) Shall carry at all times the following standard equipment:
 - a. Slings and/or tow bars along with "J" hooks and chains.
 - b. Safety chain.
 - c. Ten-pound fire extinguisher (or the equivalent).
 - d. Shovel.
 - e. Wrecker bar.
 - f. Broom.
 - g. Dolly (except for slide bed tow trucks).

- h. Ropes or other device for securing steering wheel.
- i. Overhead visibar or beacon type light visible from front and rear.
- j. Tow lights.

(7) Any other information the chief of police may determine is necessary for the safe operation of a tow truck under this article.

- (b) An inspection sticker shall be denied if the safety requirements provided for in this section are not met.

(Code 1995, § 4.310)

Sec. 4.04.011 – Issuance and expiration.

(a) The chief of police or authorized designee shall issue an inspection sticker for a tow truck if in compliance with the requirements under Section 4.04.010. An inspection fee is required and shall be charged for each tow truck inspected as currently established or as hereafter adopted by resolution of the city council from time to time. The inspection fee is non-refundable and shall be paid whether or not the tow truck passes inspection. The chief of police may deny the issuance of an inspection sticker on the same grounds as provided for in Section 4.04.005(a)(1) - (7).

(b) Each inspection sticker issued shall expire at midnight on December 31 of the calendar year of issuance, and will be renewable only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(c) Each tow truck which has received an inspection sticker under this article shall prominently display it on the front or back windshield.

(d) Each wrecker company which has received an inspection sticker for a tow truck shall be responsible for keeping the tow truck in compliance with the safety requirements provided for in Section 4.04.010 at all times. Failure to comply with the safety requirements provided for in Section 4.04.010 shall be grounds for suspension or revocation of an inspection sticker.

Sec. 4.04.012 – Fees Charged by Wrecker Companies

The below listed fees are the maximum fees that may be allowed to be charged by wrecker companies on the rotation list.

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|-----|---|---|
| (a) | Non-consent Tow Hookup Fee | \$195.00 |
| (b) | Extra-large Wreckers (towage of a vehicle with a manufacturer's gross weight rating of more than 26,000 pounds) | \$850.00 |
| (c) | Dollies or Flatbed (if required) | \$50.00 in addition to non-consent fee |
| (d) | Winching | \$50.00 for one or more hookups of the same vehicle |

- | | | |
|-----|----------------------------|--|
| (e) | Standby | \$35.00 per hour after first hour on scene |
| (f) | Additional labor | \$15.00 per hour after first hour on scene |
| (g) | Mileage | \$3.00 per loaded mile |
| (h) | Second or Additional Truck | Charged at 75% of original fee |
| (i) | No Key Fee | \$45 |

Sec. 4.04.013 – Minimum Insurance Coverage Requirements for Companies

Wrecker and towing companies on the approved rotation list must maintain the following levels of insurance coverage to remain on the approved rotation list for non-consent tows.

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|-----|--|----------------|
| (a) | Liability and Property Damage Insurance
(Wreckers with gross vehicle weight of less than 26,000 lbs.) | \$300,000.00 |
| (b) | Liability and Property Damage Insurance
(Wreckers with gross vehicle weight of 26,000 lbs. or more) | \$500,000.00 |
| (c) | Certificate of On-hook Cargo Insurance | \$50,000.00 |
| (d) | General Liability Insurance Amount | \$1,000,000.00 |

Sec. 4.04.014 – Suspension and removal from list.

The chief of police may suspend or remove a wrecker company from a place on the rotation list pursuant to this article, if a wrecker company or any of its tow trucks fails to comply with any of the requirements in this article.

Sec. 4.04.015 – Suspension and revocation.

The chief of police may suspend or revoke an inspection sticker issued under this article, or place a wrecker company on probation, if the wrecker company or any of its wreckers fail to comply with state law or the requirements set out in this article, or for any other lawful reason

Sec. 4.04.016 - Inspection of wrecker equipment and storage facilities.

Any wrecker company, certificate holder, or applicant, by virtue of making an application with the city, agrees to allow during normal business hours the inspection of wreckers, wrecker equipment, and storage facilities for compliance under this article. This authority shall be cumulative of any other authority held by the chief of police, other law enforcement officials, or other legally authorized public officials.

Sec. 4.04.017 - General prohibitions

(a) It shall be unlawful for any person to drive, or cause to be driven, a wrecker to or near the scene of a collision on a street within the city unless such person has been called to the scene by the police department or by a party involved in the collision; provided, however, that the prohibition of this subsection shall not be applicable when such actions are necessary to prevent death or bodily injury to any person involved in a collision.

(b) It shall be unlawful for any person to engage in non-consent tows in the city unless such person possesses a current, valid certificate of registration. The police department shall be authorized to summon wreckers without certificate of registration in emergency situations.

(c) It shall be unlawful for any person to operate a tow truck in the city, unless it is equipped as required by state law and Section 4.04.010, if the wrecker company is participating in the rotation list, as described herein. A tow truck and its required equipment shall be in safe operating condition at all times when the tow truck is operating on the public roadway.

Sec. 4.04.018 - Duty to remove debris

It shall be the duty of each wrecker that removes a wrecked, damaged, or disabled vehicle from the place where an accident has occurred to clear and remove from the street any and all debris, parts, or glass accumulated as a result of the accident from the street.

Sec. 4.04.019 - Solicitation prohibited

It shall be unlawful for any wrecker company or its employees to solicit in any manner, directly or indirectly, on the streets of the city, for wrecker business involving any vehicle which is wrecked or disabled on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling, or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business or of the presence of any wrecker, whether or not certified or identified under the provisions of this article, except a wrecker called pursuant to the provisions of this article, at or near the scene or site of a collision on any public street in the city after the wreck occurs and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this section.

Sec. 4.04.020 - Repossession of vehicles

The driver of a tow truck who removes a vehicle for the purpose of repossessing the vehicle shall be required to do the following:

- (1) Contact the police department prior to making such repossession; and
- (2) Provide notice to the police department of repossession which shall include the following information:
 - a. Name of owner & lien holder of said vehicle;
 - b. Date, time and location of the removal;

- c. The physical description and license or registration number of the vehicle;
- d. The name of the certificate holder which is to perform the removal; and
- e. The storage location of the vehicle.

Sec. 4.04.021 - Removal of motor vehicles from private property

The driver of a tow truck who removes a vehicle from private property under this article shall notify the city police department within 30 minutes of such removal (after hours 24-hour Dispatch Center). The information to be provided in such notification shall include:

- (1) The date, time and location of the removal;
- (2) The physical description and license or registration number of the vehicle;
- (3) The name of the certificate holder which performed the removal; and
- (4) The storage location of the vehicle.

Sec. 4.04.022 - Administrative disposition of violations

(a) In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any provision of this article, the chief of police shall have, as to the holders of any certificate of registration or inspection sticker, or as to any applicant therefor, the duty and authority to enforce the provisions of this article by administrative action in accordance with the principles and procedures set forth hereinafter.

(b) The proper and safe functioning of the wrecker business has a critical impact on the health, safety, and welfare of the public and involves use of the public streets of the city often in circumstances necessitating prompt removal of dangerous obstructions to traffic on said streets. Accordingly, the privilege of any person to engage in the wrecker business in the city shall be subject to strict regulation in order to protect the public.

(c) For purposes of invoking any administrative remedy against a certificate holder, the acts or omissions of any agent or employee of said holder shall be considered to be the acts or omissions of said holder.

(d) Administrative remedies which the chief of police may employ to enforce the provisions of this article include, but are not limited to:

- (1) Suspension or revocation of any certificate of registration or inspection sticker; or
 - (2) Suspension, revocation or removal of a wrecker company from the rotation list.
- (e) Grounds for suspension or revocation of a certificate of registration include:
- (1) Any conduct in the wrecker business which endangers the life or safety of any person;
 - (2) Repeated violations of the provisions of this article;

- (3) Violation of the zoning ordinance or fire prevention code for one week after notice of said violation has been given to said wrecker business by the building official or the fire marshal, respectively;
 - (4) Failure to maintain in effect any insurance required by this article; and
 - (5) Fraud or theft in the conduct of the wrecker business.
- (f) Grounds for suspension or revocation of an inspection sticker include responding to a non-consent tow call when said wrecker:
- (1) Is in such condition that it cannot safely tow a vehicle;
 - (2) Is not then covered by insurance as required in this article; or
 - (3) Does not then meet all requirements for an inspection sticker.
- (g) Grounds for removal of a wrecker company from the rotation list include:
- (1) Failure to meet at all times the requirements for a place on the list;
 - (2) Failure to maintain at all times at least one wrecker in a condition that meets the requirements for an inspection sticker and for eligibility to be on the rotation list;
 - (3) Responding to a non-consent tow call with a wrecker which does not then meet the requirements of the rotation list;
 - (4) Driving a wrecker in response to a non-consent tow call in a manner which endangers the life or safety of any person;
 - (5) Driving a wrecker to a location to perform wrecker services in response to a call made by the police communications center, when the wrecker company is not the next company on the list, the wrecker company owning that wrecker shall be subject to removal from the list for a period of at least 30 days;
 - (6) Collecting or charging any fees or charges in excess of those set out in this article;
 - (7) Violation of the zoning ordinance or fire protection ordinance, as determined by the building official or the fire marshal, respectively;
 - (8) Failing to answer within the required time when called by the police communications center or Manor Police Employee; or
 - (9) Declining to respond to a call from the police communications center or Manor Police employee to perform wrecker services.

Sec. 4.04.023 - Certificate of registration, inspection sticker and rotation list appeals

- (a) Suspension or revocation of a certificate of registration may be ordered by the chief of police. The reasons for suspension or revocation of a certificate of registration shall be given in writing to the certificate holder whose certificate of registration is being suspended or revoked

within ten days of such suspension or revocation. Mailing of such notice to the last known business address provided on the application of said certificate holder shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation by filing a request for a hearing within five days from the receipt of the notice. Pending a ruling by the chief of police, a certificate of registration that has been suspended or revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(b) Suspension or revocation of an inspection sticker may be ordered by the chief of police without notice. The reasons for suspension or revocation of an inspection sticker shall be given in writing to the wrecker company within five days of such suspension or revocation. Faxing of such notice to the last known business fax number provided on the application of said wrecker company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation of the inspection sticker by filing a request for a hearing within five days from the receipt of the notice. Pending a ruling by the chief of police, an inspection sticker that has been suspended or revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(c) Suspension or removal from the rotation list may be ordered by the chief of police without notice. The reasons for suspension or removal from the list shall be given in writing to the wrecker company within five days of such suspension or removal. Faxing of such notice to the last known business fax number provided on the application of said wrecker company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or removal by filing a request for a hearing within five days from the receipt of the notice. Pending a ruling by the chief of police, the wrecker company shall be considered suspended or removed from the list. If a written request for a hearing is not filed within the required time, the suspension or removal shall be final.

(d) If after a certificate of registration has been suspended or revoked, the condition for which it was suspended or revoked has been corrected, and proof of such correction is made to the chief of police, then a new certificate of registration shall be issued upon proper application, fee payment, and proof of meeting all requirements therefor.

(e) Appeals from a ruling by the chief of police shall be made in writing to the city manager within 10 days of such ruling. A hearing or personal appearance shall be at the discretion of the city manager. Written notice of the ruling of the city manager shall be given to the certificate holder within 30 days of the date of the appeal. Pending a ruling by the city manager, a certificate of registration, inspection sticker that has been suspended or revoked or a wrecker company that has been suspended or removed from the rotation list shall be considered suspended, revoked or removed. If a written request to appeal is not filed within the required time, the suspension, revocation or removal shall be final. The city manager's ruling is final and may not be appealed.

(f) If an inspection sticker is revoked, a new inspection sticker shall not be issued for that tow truck for a period of at least six months from the date of revocation.

SECTION 4: Adoption of Filming Guidelines and Application Procedures. The "Guidelines for Filming in Manor, Texas" and application attached hereto as Exhibit A are hereby adopted as the regulations for filming and using city property for filming in Manor, Texas. A film permit shall be required for use of City property for filming. The City Manager may make modifications to the application as deemed appropriate, but the Guidelines may only be amended by Ordinance.

SECTION 5: Guidelines for Filming in Manor, Texas. Amendment of Chapter 4, adding Article 4.07 GUIDELINES FOR FILMING as follows:

ARTICLE 4.07 GUIDELINES FOR FILMING

4.07.001 PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Manor and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Manor, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films. For purposes of these Guidelines, "commercial use" means use of City-owned property to the exclusion of the general public, use by a professional production/film company, and/or filming or picture taking on location for more than one hour for other than personal use.

4.07.002 CITY CONTROL / CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of Manor shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

4.07.003 PERMIT REQUIREMENTS AND FEES

Before filing an application for filming in Manor, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Manor, TX.

Any commercial producer who desires to undertake a commercial production in Manor is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- **Commercials or episodic television:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.

4.07.004 APPLICATION FEE

An application processing fee of \$25.00 should accompany each application for filming in Manor, Texas.

The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

4.07.005 USE OF CITY EQUIPMENT AND PERSONNEL

All Applicants shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full by the earlier of (i) three (3) business days before filming will start or (ii) within ten (10) days after receipt of an invoice for said costs.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

4.07.006 USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Manor, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application, be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

The Applicant acknowledges and agrees that the City of Manor, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

Activity	Cost per calendar day
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$ 250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50

4.07.007 VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager. The City Manager may grant reasonable and temporary exemptions for City ordinances regulating noise and light during the permitted hours of filming listed below.

4.07.008 HOURS OF FILMING

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

4.07.009 NOTIFICATION OF NEIGHBORS

At least forty-eight (48) hours prior to the start of filming, the Applicant shall provide a short-written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property abutting the areas where filming will occur that includes a contact name and phone number of the location producer or assistant producer and a description of any street closings, including the times of the closings.

4.07.010 CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Manor and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

4.07.011 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, to return such property to its original condition prior to the production, or to better than original condition.

4.07.012 HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement, as part of the application, holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Manor, Texas, and that I and my firm will indemnify and hold harmless the City of Manor, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application. .

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Manor, Texas on behalf of the firm.

SECTION 6: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution

from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City of Manor hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8: Penalty. Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each occurrence and/or day in violation of this Ordinance shall constitute a separate and distinct offense.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED on this 20th day of September, 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

EXHIBIT A

The City of Manor, TX: Application for Commercial Filming

Title of project: _____

Type of production (feature film, television production, commercial, corporate, music video, etc.)

Proposed Filming Locations (attach additional pages if necessary)

Date(s) of preparation and set-up: _____

Date(s) of filming: _____

Date(s) of clean-up/take down/property restoration: _____

Primary Contact Name: _____

“Firm”/Production Company Name: _____ State of Incorporation: _____

Cell phone: _____

Email: _____

Address: _____

City/State/Zip: _____

Web Site: _____

Location Manager (if different from Primary Contact)

Name: _____

Cell phone: _____

Email: _____

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the direction, guidelines and specifications of the City of Manor, Texas. **I FURTHER CERTIFY AND AGREE THAT FIRM WILL INDEMNIFY AND HOLD HARMLESS THE CITY OF MANOR, TEXAS AND ITS ELECTED OFFICIALS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, AGENTS, DEPARTMENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES,**

DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, FOR INJURY OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY THAT ARISE OUT OF OR IN CONNECTION WITH THE ACTIVITIES PERFORMED BY THE FIRM AND ITS ASSIGNS, GUESTS, INVITEES WITHIN THE CITY OF MANOR, WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF FIRM OR THE NEGLIGENCE, WHETHER SOLE, JOINT OR SEVERAL, OF THE CITY OF MANOR OR THE PRIOR CONDITION OF PROPERTY.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNITY CLAUSE IS FULLY ENFORCEABLE AND MEETS THE REQUIREMENTS OF TEXAS LAW INCLUDING BUT NOT LIMITED TO EXPRESS NEGLIGENCE AND CONSPIGURITY.

Signed: _____ Print Name: _____

Title: _____ Firm Name: _____

Date: _____

Is this production already in contact with the Texas Film Commission? _____

If yes, who is your contact at the Texas Film Commission?

Name: _____

Phone: _____

Email: _____

PRODUCTION (Attach additional sheets if necessary)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.)

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of City personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property:
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
7. Location where crew will be fed, if not at filming location:
8. Location where extras will be held, if not at filming location:
9. Please attach map of anticipated street closure(s) or other public area use.

By signing this document, I certify that the information provided is correct. I acknowledge having read and understood the information contained in the Application, including the indemnification agreement. I agree to conduct filming in compliance with all applicable codes, ordinances, laws and the conditions contained in the film permit.

Signed: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

APPLICATION MUST BE SIGNED HERE AND IMMEDIATELY BELOW THE INDEMNIFICATION PROVISION.

For Official Use, Only:

Date received: _____

Application must be complete before processing. A complete Application must include:

_____ Application Fee

_____ Signature below Indemnity Provision

_____ Signature at end of Application

_____ Proof of Insurance Required by Guidelines

Application approved by City of Manor representative:

_____ Date: _____

The "*Guidelines for Filming in Manor, Texas*" apply to all motion picture production in Manor. The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.

After Application Approval:

_____ Confirmation of Notice to Neighbors Received
_____ Invoice sent for Costs of Repairs to Property (if needed)
_____ Payment received for Costs of Repairs to Property



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations.

BACKGROUND/SUMMARY:

The recently enacted ordinance regulating network nodes (which are small, distributed cell towers) requires the creation of districts or areas around that city which are defined in our zoning ordinance. This amendment defines the boundaries of a historic district and designates municipal parks so if a company wishes to place a node in our ROW in one of these areas there is a higher level of scrutiny. Design districts are also defined but not created because we didn't meet the requirements to set boundaries for a design district but defining the term allows us in the future to set boundaries. We're also creating a General Office District, revising our masonry requirement for homes, updating some permitted and conditional uses, updating parking, and adding an exhibit related to height restriction overlays from the Executive Airport north of the city.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance 185-Q

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. 185-Q

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING MANOR CODE OF ORDINANCES CHAPTER 14 ZONING MODIFYING DEFINITIONS; GENERAL SITE REQUIREMENTS AND PERMITTED AND CONDITIONAL USES IN LIGHT COMMERCIAL C-1, HEAVY COMMERCIAL C-3, LIGHT INDUSTRIAL IN-1, NEIGHBORHOOD BUSINESS NB, AND DOWNTOWN BUSINESS DISTRICT DBD; CREATING A GENERAL OFFICE DISTRICT WITH PERMITTED USES AND SITE DEVELOPMENT REQUIREMENTS; MODIFYING PARKING REQUIREMENTS; AMENDING SINGLE-FAMILY AND MULTIFAMILY SITE DEVELOPMENT REQUIREMENTS; INCLUSION OF A HISTORIC DISTRICT AND MUNICIPAL PARKS; ADDING EXHIBIT D AUSTIN EXECUTIVE JOINT AIRPORT ZONING BOARD HAZARD REGULATIONS; AND PROVIDING FOR CONFLICTING ORDINANCES; SEVERABILITY; OPEN MEETINGS CLAUSES; AND EFFECTIVE DATE.

WHEREAS, it is appropriate for the City of Manor (“City”) to add and modify provisions in the zoning ordinance to better provide an attractive living environment and to protect the health, safety, morals, and welfare of the present and future residents of the City; and

WHEREAS, the City Council, after receiving a recommendation from the Planning and Zoning Commission and holding public meetings, has determined that it is appropriate for the City to adopt general site requirements for Single Family residential, Multi-Family residential, General Office, Neighborhood Business, and Downtown Business; permitted and conditional uses in General Office, Heavy Commercial, and Light Industrial districts; parking requirements; designating a historic district and municipal parks; and Austin Executive Airport Joint Airport Zoning Board Hazard Regulations;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MANOR, TEXAS, THAT:

Section 1: Findings Incorporated. The above premises and findings of facts are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article I, Section 5 Definitions, modifying the definition for “Communication Services or Facilities” as follows:

Communication Services or Facilities means the use of a site for the provision of broadcasting or information relay services through electronic and telephonic mechanism, but excludes major utility facilities such as, but not limited to, a macro tower as defined in section 284.103 of Texas Local Gov’t Code. This use includes, but is not limited to, television, film, or sound recording studios, telecommunication service centers, and telegraph service offices.

Section 3. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article I, Section 5 Definitions, adding the definition for “Design District” immediately after “Day Camp” as follows:

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscretionary basis.

Section 4. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article I, Section 5 Definitions, adding the definition for “Historic District” immediately after “Helistop” as follows:

Historic District means an area, urban or rural, defined or designated as an historic district by city council, state, or federal authority and which may contain within definable geographic boundaries one or more buildings, objects, sites or structures designated as exceptional or significant historic landmarks or clusters, as defined herein, including their accessory buildings, fences and other appurtenances, and natural resources having historical, architectural, archaeological, and cultural significance, and which may have within its boundaries other buildings, objects, sites, or structures, that, while not of such historical, architectural, archaeological or cultural significance as to be designated landmarks, nevertheless contribute to the overall visual setting of or characteristics of the landmark or landmarks located within the district.

Section 5. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article I, Section 5 Definitions, adding the definition for “Municipal Park District” immediately after “Multiple Building Complex” as follows:

Municipal Park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Section 6. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article I, Section 5 Definitions, modifying the definition for “Structure” as follows:

Structure means any building or anything constructed or erected on the ground or which is attached to something located on the ground. Structures include buildings, telecommunication towers, sheds, and permanent signs. Sidewalks, paving, and parking areas shall not be considered structures unless located within a public utility easement.

Section 7. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 20(j) Height and Placement Requirements, Chart 1 and Notes as follows:

Chart 1

Zoning District	Front Yard Setback	Side Yard to Res.	Rear Yard to Res.	Street Side Yard Setback	Side Yard to all C, I, and IN	Rear Yard to all C, I, and IN	Min. Lot Sq. Ft. Area	Min. Lot Width	Max Height Limit
R-1	25'	5'	25' (3)	15' (3)	10' (3)	25' (3)	7,500	60' (1)	35'

R-2	20'	5'	10' (3)	15' (3)	10' (3)	10' (3)	7,200	50' (1)	35'
R-3	25'	5'	10'	15'	5'	10'	7,000	50'	40' (4)
R-4	25'	5'	10'	15'	5'	10'	See Sec. 36	50'	40' (4)
M-1	25'	5'	10'	15'	5'	10'	7,000	50' See Sec. 37(e)	35'
M-2	25'	5'	10'	15'	5'	10'	7,000	50' See Sec. 37(e)	35'
OS	25'	10'	25'	15'	10'	25'	7,500	60'	35'
A	25'	25'	25'	15'	25'	25'	1 Acre 43,560	150'	35'
I	25'	15'	15'	15'	15'	15'	7,500	60'	60'
NB	20'	20'	10'	10'	0' or 10'	10'	5,750	50'	35'
C-1	25'	25'	25'	15'	0' or 10'	10'	5,750	50'	60'
C-2	25'	25'	25'	15'	0' or 10'	10'	7,500	60'	60'
C-3	25'	25'	25'	15'	0' or 10'	10'	7,500	60'	60'
GO	25'	25'	25'	15'	0' or 10'	10'	15,000	100'	60'
DBD	0'	25'	25'	0'	0' or 10'	10'	5,000	50'	60'
IN-1	25'	50'	50'	25'	20'	20'	1 Acre 43,560	50'	60'
IN-2	25'	50'	50'	25'	20'	20'	1 Acre 43,560	50'	60'
PUD	Varies	Varies	Varies	15'	Varies	Varies	3 Acres 130,680	Varies	Varies

- (1) Cul-de-sac lot widths shall be measured at the building setback line and be equal to the minimum lot width.
- (2) On approval by the Commission, lots platted prior to 1980 having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The Commission shall consider the adjoining lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than 5 foot side yard, 10 foot rear yard and 15 foot street side yard setback and 20 foot front yard setback. Lots owned by the same person may be combined into one building site.
- (3) Rear, side, and street side setbacks may be reduced to 5 feet for accessory structures.

- (4) Measured at mid-gable for pitched roofs.
- (5) Lots with nonconforming setbacks may erect structures at the nonconforming setback line but may not increase the nonconformity of the setback line. Any nonconforming structure built shall comply with current building regulations.
- (6) Residential accessory structures equal to or greater than 120 sf shall have exterior finishes compatible with the primary structure or masonry.

Section 8. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 20(k) Lot Coverage, Chart 2 as follows:

Chart 2

District	Maximum Lot Coverage Main Buildings	Maximum Lot Coverage Main Building and All Accessory Buildings
R-1, R-2, R-3, R-4	40%	50%
M-1, M-2, A, OS	50%	60%
C-1, C-2, C-3, GO	60%	70%
IN-1, IN-2	50%	60%
PUD	40%	50%
DBD	95%	95%
NB	45%	55%

Open off-street parking and loading areas will not be considered as lot coverage under this subsection.

Section 9. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 20(l) Floor Area Ratio, Chart 3 as follows:

Chart 3

Maximum Floor Area Ratio (FAR)	
District	Maximum FAR
C-1, C-2, C-3, GO	1.8
IN-1, IN-2	1.5
DBD	2.0
NB	0.5
I	1.0

Structures used for off-street parking of vehicles shall not be included in calculating building area to determine floor area ratio (FAR) standards.

Section 10. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 20(m) Parking as follows:

(m) Parking. Automotive vehicles or trailers not bearing current license plates and state motor vehicle inspection stickers, excluding racing cars, antique cars, and cars belonging to members of armed forces who are on active duty, shall be parked or stored on any residential area only in completely enclosed buildings. No vehicle, trailer or major recreational equipment shall be

parked or stored on any lot except that it shall be enclosed in a building or parked on a driveway or a concrete, paved, stone pad or all-weather surface installed for such purpose and subject to the requirements herein.

(i) Parking Regulations. Where any structure is erected, reconstructed or converted for any of the business or commercial uses permitted in this Ordinance, designated on-street and off-street parking spaces shall be provided in a number not less than as provided in Chart 4 set forth hereinafter.

(ii) Handicap Parking. Nonresidential handicap parking requirements are a minimum of one space for under fifty parking spaces, then one additional space for over fifty parking spaces up to one hundred spaces, and then one space per one hundred spaces up to five hundred. Over five hundred, it is one percent of total parking spaces. Dimensional requirements are twelve-foot (12') width and eighteen-foot (18') depth per handicap space. The location and design of handicapped parking spaces shall be as required by ordinance and state and federal law.

(iii) Compact Parking. Compact parking spaces will not be allowed.

(iv) Maximum Parking. The maximum number of parking spaces for a commercial, industrial, or institutional use area shall not exceed 150% of the parking required pursuant to Chart 4.

(v) Reduction of Parking. The total number of required motor vehicle parking spaces for a nonresidential use may be reduced by 5% for each of the activities listed below provided by the owners or operators, up to a maximum 10% reduction in the total number of motor vehicle spaces:

(A) Participates in an area-wide carpool/vanpool ride matching program for employees; designating at least 10% of the employee motor vehicle parking spaces as carpool/vanpool parking and placing such spaces closer to the building than other employee parking.

(B) Providing showers and lockers for employees who commute by bicycle.

- (C) Providing covered, secured bicycle parking racks or facilities.
- (D) Providing a transit facility that is approved by the local transit authority, and related amenities. Related amenities include, but are not limited to, a public plaza, pedestrian sitting areas, and additional landscaping.
- (vi) Development and Maintenance Standards for Parking Areas. Every parcel of land hereafter used as a public or private parking area, including commercial parking lots, shall be developed as follows:
 - (A) Off-street parking areas for more than five vehicles and loading areas shall be effectively screened by a privacy fence, hedge or planting, on each side which adjoins a residential use or property situated in a Residential Area.
 - (B) Except for parking to serve residential uses, parking and loading areas adjacent to or within residential zones or adjacent to residential uses shall be designed to minimize disturbance of residents.
 - (C) Access aisles shall be of sufficient width for vehicular turning and maneuvering.
 - (D) To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than 50 feet away from the trunk of a tree, unless otherwise approved by the Commission.
- (vii) Council Determination. Off-street and on-street parking for all uses not within the categories above shall be adequate to meet the anticipated needs and shall be determined by the City Council using standards outlined for special exception and with a view towards providing adequate parking and carrying out the general scheme of the parking requirements herein set out.

Special Exception. The City Council may grant a special exception to allow two or more uses to share parking spaces upon showing that the particular uses in question will require parking at different times and the grantor of the shared parking must provide a letter stating their total number of available spaces on the property and the number of spaces they are permitting to be shared and the times those spaces are available to the grantee. Only properties sharing a common property boundary will be allowed to share parking. Any spaces the Council allows to be shared count toward the number of spaces each use must provide. The grantor may only share a maximum of twenty-five percent (25%) of their total available parking to the grantee.

Chart 4

Use	Number of Parking Spaces
-----	--------------------------

Amenity Center	One space for each 300 square feet of GFA and one space for each 300 square feet of GFA over 1,800 square feet GFA including pools
Auto Sales Facilities	One space for every automobile for sale, one space for each two employees, and one space for each 250 square feet of GFA
Banks, Offices, Financial Lending Institutions, Gasoline Stations, Personal Service Shops, Retail Establishments, Shopping Centers, and similar uses catering to the general public	One space for each 250 square feet of GFA
Bars, Cafes, Restaurants, Restaurants with drive through, Taverns, Nightclubs, and similar uses	One space for each 100 square feet GFA or one space for each three seats provided, whichever is greater
Car Wash (Full Service)	One space for each 200 square feet GFA
Car Wash (Self Service)	One space for each facility bay
Convenience Storage, Self-Storage	One space for each 4,000 square feet GFA or one space for each two employees, whichever is greater
Day Care	Three and one-half spaces for each 1,000 square feet of GFA
Food Sales, Food and Beverage Sales, Convenience Stores, and similar uses	One space for each 200 square feet GFA
Funeral Home	One space for each 150 square feet GFA
Golf Courses (commercial)	One space for each two employees, four spaces for each hole, and one space for each 200 square feet of GFA
Health Club, Spa, Exercise Club	One space for each 200 square feet GFA
Heavy Equipment Sales	One space for each 500 square feet GFA
Hotels, Motels, and similar transient accommodations	One space for each bedroom and one space for each two employees
Kennel	One space for each 1,000 square feet GFA
Medical Office	One space for each 200 square feet of GFA
Places of Worship	One space for each three seats, if accessory uses provided, then parking for accessory spaces based on use
Residential dwellings, single, multi-family, and manufactured homes	Two spaces minimum for each living unit, and one-half space for each additional bedroom above two

Rest Homes, Hospitals, Nursing Homes, Convalescent Homes, Sanitariums, and similar uses	One space for each four patient beds, one space for each two employees
School, Elementary	One and one-half space for each employee, or one space for each four persons based upon maximum capacity for the largest place of assembly, whichever is greater.
School, High	One and one-half spaces for each employee, plus one space for each three students enrolled in 11 th and 12 th grades.
School, Middle	One and one-half space for each employee, or one space for each four persons based upon maximum capacity for the largest place of assembly, whichever is greater.
Theater (live or motion picture)	One space for each four seats
Truck Stop	One truck space for each 10,000 square feet of site area, one vehicle space for each 200 square feet GFA
Vehicle Repair, Auto Service	One space per 400 square feet GFA and one space for each repair bay area
Veterinarian Clinic	One space for each 300 square feet GFA
Warehouses, manufacturing plants, industrial uses	One space for each 1,000 square feet GFA and 1 space for each two employees

Section 11. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 21(a) Establishment of Zoning Districts as follows:

(a) The City is hereby divided into seventeen (18) zoning districts. The use, height, and area regulations as set out herein shall be uniform in each district. The districts established shall be known as:

<u>Abbreviated Designation</u>	<u>Zoning District Name</u>
A	Agricultural
R-1	Single-Family Residential

R-2	Single-Family/Duplex Residential
R-3	Multifamily Residential
R-4	Multifamily Special Needs
OS	Open Space
M-1	Manufactured Housing
M-2	Manufactured Housing Park
NB	Neighborhood Business
DBD	Downtown Business District
I	Institutional
C-1	Light Commercial
C-2	Medium Commercial
C-3	Heavy Commercial
GO	General Office
IN-1	Light Industrial
IN-2	Heavy Industrial
PUD	Planned Unit Development

Section 12. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 25(a) Single Family Residential 1 – District “R-1” as follows:

- (a) Purpose and permitted uses. Permits detached single-family dwellings with a minimum of 1,500 square feet of living area, and related accessory structures, on a minimum lot size of 7,500 square feet. All single-family dwellings in this district shall be constructed so that minimum of two sides shall be 100% of masonry construction, one side of which shall be the front of the structure. This requirement may be satisfied by constructing the front 100% masonry and constructing two additional sides with at least 50% masonry construction. Masonry construction shall mean stone, brick, and stucco. The masonry provision shall be effective immediately following publication for all properties zoned R-1.

Section 13. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 26(a) Single Family Residential 2 – District “R-2” as follows:

- (a) Purpose and permitted uses. Allows detached single-family residences and duplexes with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 7,200 square feet. All single-family dwellings in this district shall be constructed so that minimum of two sides shall be 100% of masonry construction, one side of which shall be the front of the structure. This requirement may be satisfied by constructing the front 100% masonry and constructing two additional sides with at least 50% masonry construction. Masonry construction shall mean stone, brick, and stucco. The

masonry provision shall be effective immediately following publication for all properties zoned R-2.

Section 14. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 34(b)(iv) Multifamily Residential – District “R-3” Conditions and Limitations to add subsection (D) as follows:

(D) Compact parking spaces will not be allowed.

Section 15. Removal of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 34(c). Section 34(c) Site Development Regulations is hereby removed in its entirety.

Section 16. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II to add Section 41 “General Office – District ‘GO’” as follows:

- (a) Purpose. Established to provide for office buildings and businesses that support large office complexes. This district permits uses that serve the community as a whole and provides regional employment opportunities. This district should be located along arterial roadways; it can also provide for transitional uses between neighborhoods and more intensive commercial and regional activities.
- (b) Permitted and Conditional Uses. The following chart indicates permitted uses in the GO district with a “P” and conditional uses with a “C”.

GENERAL OFFICE – GO

Administrative Offices	P
Administrative Services	P
Business and Trade Schools	P
College or University Facilities	P
Communication Service Facilities	P
Communication Services	P
Counseling Services	P
Cultural Services	P
Day Care Services	P
Employee Recreation	P
Financial Services	P
Funeral Services	P
Hospital Services	P
Local Utility Services	P
Medical Offices	P
Personal Improvement Services	P
Personal Services	P

Postal Facilities	P
Printing and Publishing	P
Private Primary and Secondary Educational Facilities	P
Product Development Services (general)	P
Professional Office	P
Public Primary and Secondary Educational Facilities	P
Religious Assembly	P
Research Services (general)	P
Restaurant	P
Safety Services	P
All Other Civic Uses	P

(c) Conditions and Limitations.

- (1) All displays of merchandise be fully contained and displayed within the building.
- (2) Permitted uses shall be located and take primary access on a collector or arterial street as defined in the Manor Thoroughfare Plan.
- (3) That required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (4) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused [by] customer and employee vehicles, such odors, smoke, dust, noise, or vibration be generally contained to the property.
- (5) Signs (advertising) must be on the same lot as the business establishment to which they refer and shall not be placed within any required yard nor within twenty-five (25) feet of any residential district. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Ordinance and any other applicable Ordinance of the City.
- (6) Paved sidewalks, driveways, and parking areas are required.
- (7) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 17. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 43(a) Light Commercial -District “C-1” as follows:

- (a) Purpose, Permitted Uses, Conditional Uses. This district allows a mix of commercial uses including retail, office, light commercial, and similar uses excluding residential and

multifamily. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including the sale of goods and services outside the primary structure as customary with the uses specifically listed, and the following, with permitted uses in the C-1 district noted with a “P” and conditional uses with a “C”.

<i>LIGHT COMMERCIAL C-1</i>	
Art Gallery	P
Art Workshop	P
Bed & Breakfast	P
Business and Trade Schools	P
Club or Lodge	P
Cocktail Lounge	P
College or University Facilities	P
Commercial Off-Street Parking	P
Community Events	P
Community Recreation	P
Congregate Living	P
Consumer Convenience Services	P
Consumer Repair Services	P
Convalescent Services	P
Counseling Services	P
Financial Services	P
Florist - no greenhouse	P
Food Court Establishment	C
Food Preparation less than 2,500 sq. ft. GFA	P
Food Sales	P
Funeral Services not including crematory services	P
Game Rooms	C
General Retail Sales	P
Group Residential	P
Hotel & Motel	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Laundry Services	P
Liquor Sales	P
Monument Retail Sales	P
Off-Site Accessory Parking	P
Personal Improvement Services	P
Personal Services	P

Pet Services	P
Postal Facilities	P
Printing and Publishing	P
Private Primary and Secondary Educational Facilities	P
Public Primary and Secondary Educational Facilities	P
Religious Assembly	P
Residential Treatment	P
Restaurant	P
Restaurant with Drive Through	P
Retirement Housing	P
Safety Services	P
Service Station	P
Theater	P
Transitional Housing	P
Transportation Services	P
All Other Civic Uses	P

Section 18. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 43(b) Light Commercial -District “C-1” adding subsections (viii) and (ix) immediately following subsection (vii) as follows:

(viii) Paved sidewalks, driveways, and parking areas are required.

(ix) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 19. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 45(b) Heavy Commercial -District “C-3” as follows:

(b) Permitted and Conditional Uses: Permitted uses in the C-3 district noted with a “P” and conditional uses with a “C”.

<i>HEAVY COMMERCIAL C-3</i>	
Agricultural Sales and Services	P
Art Workshop	P
Automotive Rental	P
Automotive Repair Services	P
Automotive Sales	P
Automotive Washing	P
Aviation Services	P
Building Maintenance Services	P
Business and Trade Schools	P

Camp	P
Campground	P
Carriage Stable	P
Cemetery	P
Club or Lodge	P
Cocktail Lounge	P
College or University Facilities	P
Commercial Blood Plasma Center	P
Commercial Off-Street Parking	P
Communication Service Facilities	P
Community Events	P
Community Recreation	P
Construction Sales and Services	P
Convalescent Services	P
Convenience Storage	P
Convention Center	P
Counseling Services	P
Cultural Services	P
Custom Manufacturing	P
Day Care Services	C
Detention Facilities	P
Drop-off Recycling Collection Facility	P
Electronic Prototype Assembly	P
Electronic Testing	P
Employee Recreation	P
Equipment Repair Services	P
Exterminating Services	P
Florist	P
Food Court Establishment	C
Food Preparation	P
Food Sales	P
Funeral Services	P
Game Rooms	P
General Retail Sales	P
General Warehousing and Distribution	P
Hospital Services	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Kennels	P

Laundry Services	P
Light Manufacturing	P
Liquor Sales	P
Limited Warehousing and Distribution	P
Local Utility Services	P
Maintenance and Service Facilities	P
Major Public Facilities	P
Major Utility Facilities	P
Marina	P
Military Installations	P
Monument Retail Sales	P
Off-Site Accessory Parking	P
Outdoor Entertainment	P
Outdoor Sports and Recreation	P
Park and Recreation Facilities	P
Pawnshop Services	P
Pet Services	P
Plant Nursery	P
Postal Facilities	P
Printing and Publishing	P
Railroad Facilities	P
Recreational Equipment Maintenance & Storage	P
Recreational Equipment Sales	P
Religious Assembly	P
Research Assembly Services (general)	P
Research Services (general)	P
Research Testing Services (general)	P
Research Warehousing Services (general)	P
Restaurant	P
Restaurant with Drive Through	P
Safety Services	P
Scrap and Salvage	P
Service Station	P
Sexually Oriented Business	C
Software Development	P
Stables	P
Telecommunication Tower	P
Theater	P
Transportation Services	P

Transportation Terminal	P
Vehicle Storage	P
Veterinary Services	P
All Other Civic Uses	C

Section 20. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 45(c) Heavy Commercial – District “C-3” adding subsections (vi) and (vii) immediately following subsection (v) as follows:

- (vi) Paved sidewalks, driveways, and parking areas are required.
- (vii) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 21. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 46(b) Light Industrial – District “IN-1” as follows:

- (b) Permitted and Conditional Uses. The following chart indicates permitted uses in the IN-1 district with a “P” and conditional uses with a “C”.

<i>LIGHT INDUSTRIAL IN-1</i>	
Administrative Services	P
Agricultural Sales and Services	P
Art Workshop	P
Automotive Repair Services	P
Automotive Sales	P
Automotive Washing	P
Aviation Services	P
Building Maintenance Services	P
Business and Trade Schools	P
Camp	P
Campground	P
Carriage Stable	P
College or University Facilities	P
Commercial Blood Plasma Center	P
Commercial Off-Street Parking	P
Communication Service Facilities	P
Construction Sales and Services	P
Convenience Storage	P
Convention Center	P
Cultural Services	P
Custom Manufacturing	P
Detention Facilities	P

Drop-off Recycling Collection Facility	P
Electronic Prototype Assembly	P
Electronic Testing	P
Equipment Repair Services	P
Equipment Sales	P
Exterminating Services	P
Florist	P
Food Court Establishment	C
Food Preparation	P
Funeral Services	P
General Warehousing and Distribution	P
Hospital Services	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Kennels	P
Laundry Services	P
Light Manufacturing	P
Limited Warehousing and Distribution	P
Local Utility Services	P
Maintenance and Service Facilities	P
Major Public Facilities	P
Major Utility Facilities	P
Marina	P
Military Installations	P
Monument Retail Sales	P
Off-Site Accessory Parking	P
Outdoor Entertainment	P
Outdoor Sports and Recreation	P
Park and Recreation Facilities	P
Pawnshop Services	P
Pet Services	P
Plant Nursery	P
Postal Facilities	P
Printing and Publishing	P
Railroad Facilities	P
Recreational Equipment Maintenance & Storage	P
Recreational Equipment Sales	P
Recycling Center	P
Religious Assembly	P

Research Assembly Services (general)	P
Research Services (general)	P
Research Testing Services (general)	P
Research Warehousing Services (general)	P
Resource Extraction	P
Safety Services	P
Scrap and Salvage	P
Service Station	P
Sexually Oriented Business	C
Software Development	P
Stables	P
Telecommunication Tower	P
Transportation Services	P
Transportation Terminal	P
Urban Farm	P
Vehicle Storage	P
Veterinary Services	P

Section 22. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 46(c) Light Industrial – District “IN-1” as follows:

(c) Site Development Regulations

- (i) Paved sidewalks, driveways, and parking areas are required.
- (ii) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 23. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 51 Neighborhood Business – District “NB” adding subsection (c) as follows:

(c) Conditions and Limitations

- (i) That NB activities be conducted wholly within an enclosed building, except for delivery, gasoline sales, nurseries, garden centers, dining and patio areas associated with a restaurant, food and beverage sale use, and mobile food vendors, and auto sales to be conducted within a building and/or outdoor area that is improved with concrete, asphalt pavement or other all-weather surface and that is suitably landscaped, screened, or fenced.
- (ii) That all merchandise be new, first-hand and be sold on the premises, save and except for delivery only included catering and antique shops.

- (iii) That required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (iv) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused by customer and employee vehicles, such odors, smoke, dust, noise, or vibration be generally contained to the property.
- (v) Signs (advertising) must be on the same lot as the business establishment to which they refer and shall not be placed within any required yard nor within twenty-five (25) feet of any residential district. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Ordinance and any other applicable Ordinance of the City.
- (vi) Establishments located on property that is within three hundred (300) feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m. except commercial uses located on the Highway 290 corridor.
- (vii) See charts in section 20 of this ordinance, as amended.
- (viii) Paved sidewalks, driveways, and parking areas are required.
- (ix) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 24. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II, Section 52 Downtown Business District – District “DBD” adding subsection (c) as follows:

(c) Conditions and Limitations

- (i) That DBD activities be conducted wholly within an enclosed building, except for delivery, gasoline sales, nurseries, garden centers, dining and patio areas associated with a restaurant, food and beverage sale use, and mobile food vendors, and auto sales to be conducted within a building and/or outdoor area that is improved with concrete, asphalt pavement or other all-weather surface and that is suitably landscaped, screened, or fenced.
- (ii) That all merchandise be new, first-hand and be sold on the premises, save and except for delivery only included catering and antique shops.
- (iii) That required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.

(iv) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused by customer and employee vehicles, such odors, smoke, dust, noise, or vibration be generally contained to the property.

(v) Signs (advertising) must be on the same lot as the business establishment to which they refer and shall not be placed within any required yard nor within twenty-five (25) feet of any residential district. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Ordinance and any other applicable Ordinance of the City.

(vi) See charts in section 20 of this ordinance, as amended.

(vii) Paved sidewalks, driveways, and parking areas are required.

(viii) Screening of loading, storage facilities, and dumpster enclosures is required.

Section 25. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II adding “Section 58 Historic District” as follows:

Section 58. Historic District

- (a) The Historic District for the City of Manor is defined as all properties within the boundaries of Old Manor, more approximately described as: Beginning at Highway 290 at Gilleland Creek east along Hwy. 290 to Wilbarger Creek then south along Wilbarger Creek to Old Hwy. 20 (Loop 212) then south to the intersection of the City of Manor boundary then south to the boundaries of Hamilton Point Subdivision (excluding Hamilton Point Subdivision) west then south to Blake Manor Road then Brenham Street to Bastrop Street then north to the Cap Metro Rail Line then west to Gilleland Creek and then north along Gilleland Creek to Hwy. 290.

Section 26. Amendment of Chapter 14, Article 14.02, Exhibit A Zoning Ordinance, Article II adding “Section 59 Municipal Parks” as follows:

Section 59. Municipal Parks *

- (a) Municipal Parks shall be defined as any parkland or open space designated by the City of Manor for the purpose of recreational activity. The following parks are designated as Municipal Parks:

1. Jennie Lane Park
2. Bell Farms Park
3. Carriage Hills Park
4. Greenbury Village Park
5. Presidential Glen Park
6. Shadowglen Park
7. Wilbarger Creek Park

* For an up to date list of Municipal Parks, please contact the City Secretary.

Section 27. Amendment of Chapter 14 adding “EXHIBIT D – AUSTIN EXECUTIVE JOINT AIRPORT ZONING BOARD HAZARD REGULATIONS” as follows:

EXHIBIT D

Austin Executive Joint Airport Zoning Board Hazard Regulations

Regulating and restricting the height of structures and objects of natural growth and otherwise regulating the use of property in the vicinity of Austin Executive Airport, Travis County, Bastrop County, the Cities of Austin, Manor, Pflugerville, and Round Rock Texas, by creating the appropriate zones and establishing the boundaries thereof; providing for restrictions of such zones and the enforcement of such restrictions; defining certain terms used herein; referring to Austin Executive Airport Hazard Zoning Map prepared by KSA Engineers, dated April 2015, which is incorporated in and made a part of these regulations; providing for a Joint Airport Board of Adjustment; and imposing penalties.

Whereas, the Commissioners Courts of Travis and Bastrop Counties, and the Cities of Austin, Pflugerville, Manor, and Round Rock, Texas (collectively "Political Subdivisions") created a Joint Airport Zoning Board; and

Whereas, these regulations are adopted pursuant to the authority conferred by Chapter 241 of the Texas Local Government Code.

Whereas, the Legislature of the State of Texas finds that:

1. an airport hazard endangers the lives and property of users of the airport and of occupants of land in the vicinity of the airport;
2. an airport hazard that is an obstruction reduces the size of the area available for the landing, taking off, and maneuvering of aircraft, tending to destroy or impair the utility of the airport and the public investment in the airport;
3. the creation of an airport hazard is a public nuisance and an injury to the community served by the airport affected by the hazard;
4. it is necessary in the interest of the public health, public safety, and general welfare to prevent the creation of an airport hazard;
5. the creation of an airport hazard should be prevented, to the extent legally possible, by the exercise of the police power without compensation; and
6. the prevention of the creation of an airport hazard and the elimination, the removal, the

alteration, the mitigation, or the marking and lighting of an airport hazard are public purposes for which a political subdivision may raise and spend public funds and acquire land or interests in land.

Whereas, the Austin Executive Airport fulfills an essential community purpose and is used in the interest of the public.

Therefore, be it ordered by the Austin Executive Airport Joint Airport Zoning Board that:

Section 1. Short Title

These regulations shall be known and may be cited as the "Austin Executive Airport Joint Airport Hazard Zoning Regulations."

Section 2. Definitions

As used in these regulations, unless the context otherwise requires:

A. Administrative Agency -An agency so designated by each Political Subdivision under Section 241.031 of the Texas Local Government Code, as amended, to administer and enforce these regulations in each Political Subdivision's respective jurisdiction.

B. Airport -Austin Executive Airport located in Travis County, Texas, including the ultimate development of that facility.

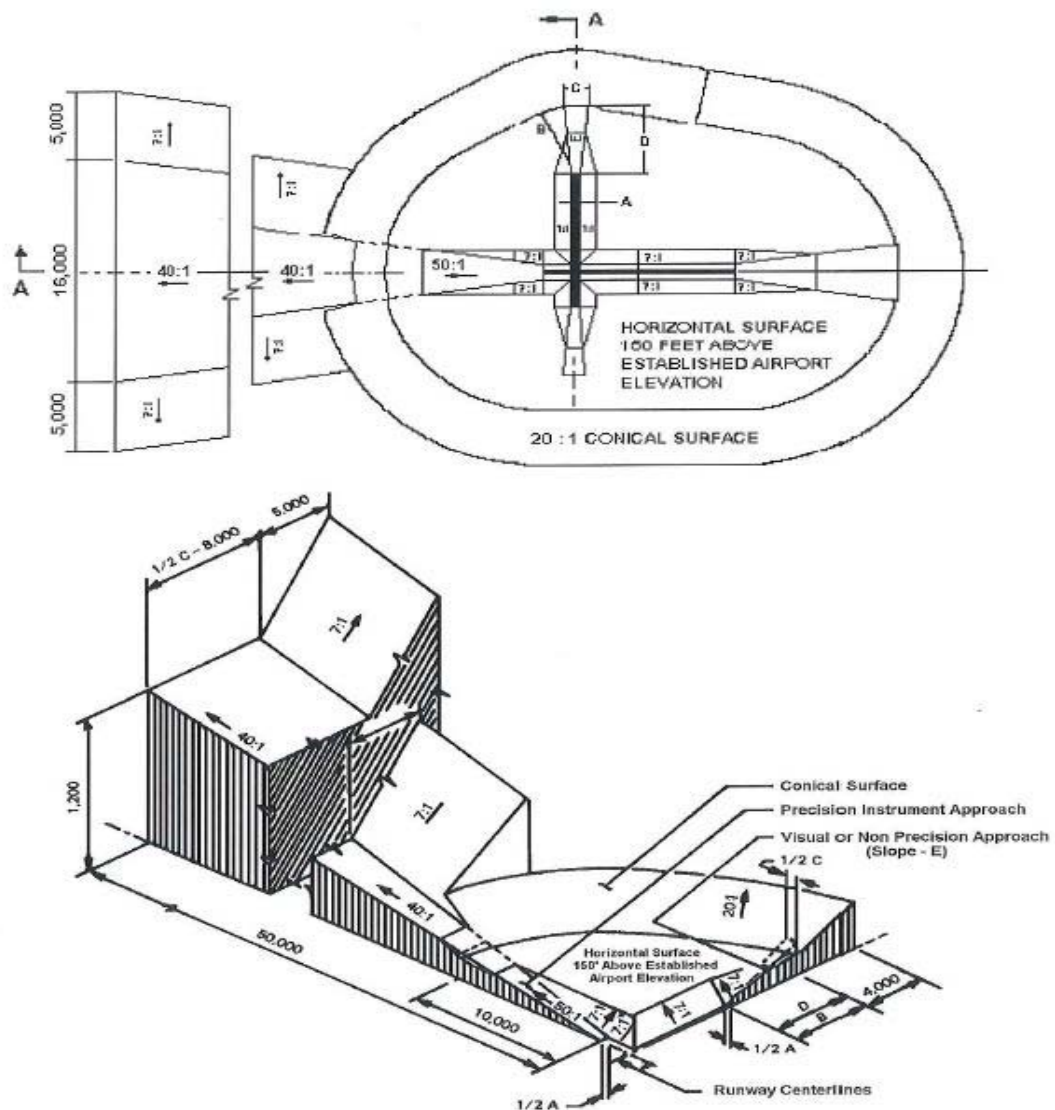
C. Airport Elevation - The established elevation of the highest point on the runway, either existing or planned, at the airport measured in feet above mean sea level (MSL). The airport elevation of Austin Executive Airport is 620 feet above mean sea level (MSL).

D. Airport Hazard - Any structure, tree, or use of land which obstructs the airspace required for the flight of aircraft or obstructs or interferes with the control, tracking, and/or data acquisition in the landing, takeoff, or flight at an airport or any installation or facility relating to flight, tracking, and/or data acquisition of the flight craft; is hazardous to, interferes with, or obstructs such landing, takeoff, or flight of aircraft; or is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

E. Approach Surface - A surface longitudinally centered on the extended runway centerline, extending outward and upward from each end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 5 of these regulations. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.

F. Approach, Conical, Horizontal, and Transitional Zones -These zones are set forth in Section 4 of these regulations and are depicted in Figure 1, below:

Figure 1



Source FAA Part 77

G. Austin Executive Airport Board of Adjustment - The joint board of adjustment created by Section 9 of these regulations to administer and enforce these regulations in the areas where the Political Subdivisions' Board of Adjustments do not have jurisdiction.

H. Board of Adjustment - A board of adjustment so designated by each Political Subdivision under Section 241.032 of the Local Government Code, as amended, to administer and enforce these regulations in each respective Political Subdivision's jurisdiction.

I. Conical Surface - A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) feet horizontally for each one (1) foot vertically for a horizontal distance of four-thousand (4,000) feet.

J. Hazard to Air Navigation - An obstruction or use of land determined to have a substantial adverse effect on the safe and efficient utilization of navigable airspace.

K. Height - For the purpose of determining the height limits in all zones set forth in these regulations and shown on the hazard zoning map, the datum shall be height above mean sea level (MSL) elevation as measured in feet.

L. Horizontal Surface - A horizontal plane one-hundred fifty (150) feet above the established airport elevation which in plan coincides with the perimeter of the horizontal zone.

M. Nonconforming Use, Structure, or Tree - Any structure, tree, or use of land which is inconsistent with the provisions of these regulations and which is existing as of the effective date of these regulations.

N. Nonprecision Instrument Runway - A runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment that provides only horizontal guidance or area type navigation equipment. This also includes a runway for which a nonprecision instrument approach procedure has been approved or planned.

Planned Runway 13/34 is considered a nonprecision instrument runway.

O. Obstruction -Any structure, tree, or other object, including a mobile object, which exceeds a limiting height set forth in Section 5 of these regulations or is an airport hazard.

P. Other than Utility Runway -A runway designed for and intended to be used by propeller driven aircraft of more than twelve-thousand five-hundred (12,500) pounds maximum gross weight and jet powered aircraft. Runway 13/31 at Austin Executive Airport is considered an other than utility runway.

Q. Person - An individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes a trustee, receiver, assignee, administrator, executor, guardian, or an other representative.

R. Precision Instrument Runway - A runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment which provide both horizontal and vertical guidance. This also includes a runway for which a precision instrument approach procedure has been approved or planned. Runway 13/31 at Austin Executive Airport is considered a precision instrument runway.

S. Primary Surface - A 7,400-foot-wide surface longitudinally centered on the runway extending the full length of the ultimate runway configuration plus two hundred (200) feet beyond each ultimate end of the runway. The elevation of any point on the primary surface is the same as the nearest point on the existing or ultimate runway centerline.

T. Runway - A defined area on the airport prepared for the landing and taking off of aircraft along its length. The current length of Runway 13/31 at Austin Executive Airport is 6,025 feet. The length of the ultimate runway configuration of Runway 13/31 at Austin Executive Airport is 7,500 feet. The length of the ultimate parallel 16/34 is 1,550 feet.

U. Structure - An object, including a mobile object, constructed or installed by man including, but not limited to, buildings, towers, cranes, smokestacks, poles, earth formations, overhead power lines, and traverse ways. Traverse ways are considered to be the heights set forth in 14 C.F.R. Part 77.23.

V. Transitional Surfaces - Surfaces extending perpendicular to the runway centerline and the extended runway centerline outward from the edges of the primary surface and the approach surfaces at a slope of seven (7) feet horizontally for each one (1) foot vertically to where they intersect the horizontal surface. Transitional surfaces for those portions of the precision approach surface which extend through and beyond the limits of the conical surface extend at a slope of seven (7) feet horizontally for each one (1) foot vertically for a distance of five-thousand (5,000) feet measured horizontally from either edge of the approach surface and perpendicular to the extended runway centerline.

W. Tree - Any type of flora and an object of natural growth.

Section 3. Administrative Agency

The Administrative Agency of each Political Subdivision shall be responsible for the administration and enforcement of the regulations prescribed herein.

Section 4. Zones

In order to carry out the provisions of these regulations, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, conical surface, horizontal surface, and transitional surfaces as they apply to the airport. Such surfaces are shown on the Austin Executive Airport Hazard Zoning Map prepared by KSA Engineers, dated April 2015, which is incorporated in and made a part of these regulations. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Approach Zones - Approach zones are hereby established beneath the approach surfaces at each end of Runway 13/31 at the airport for other than utility runway. The approach surface shall have an inner edge width of 550 feet, which coincides with the width of the primary surface, at a distance of two-hundred (200) feet beyond each runway end, widening thereafter uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet beyond the end of the primary surface. The centerline of the approach surface is the continuation of the centerline of the runway.

B. Conical Zone - A conical zone is hereby established beneath the conical surface at the airport which extends outward from the periphery of the horizontal surface for a horizontal distance of four-thousand (4,000) feet.

C. Horizontal Zone - A horizontal zone is hereby established beneath the horizontal surface at the airport which is a plane one-hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of ten-thousand (10,000) feet radii from the center of each end of the primary surface and connecting the adjacent arcs by lines tangent to those arcs.

D. Transitional Zones - Transitional zones are hereby established beneath the transitional surfaces at the airport. Transitional surfaces, symmetrically located on either side of the runway, have variable widths as shown on the Austin Executive Airport Height and Hazard Zoning Map prepared by KSA Engineers, dated April 2015, which is incorporated in and made a part of these regulations. Transitional surfaces extend outward perpendicular to the runway centerline and the extended runway centerline from the periphery of the primary surface and the approach surfaces to where they intersect the horizontal surface. Where the precision instrument runway approach surface projects through and beyond the conical surface, there are hereby established transitional zones beginning at the sides of and at the same elevation as the approach surface and extending for a horizontal distance of five-thousand (5,000) feet as measured perpendicular to the extended runway centerline.

Section 5. Height Limitations

Except as otherwise provided in Section 8 of these regulations, no structure shall be erected, altered, or replaced and no tree shall be allowed to grow in any zone created by these regulations to a height in excess of the applicable height limitations herein established for such zone except as provided in Paragraph E of this Section. The Airport Hazard Zones described in this section are depicted on an airport height and hazard zoning sheet on file with the Austin Executive Airport. Official notifications will be provided to each political subdivision if changes are made to the official Height and Hazard map. Such applicable height limitations are hereby established for each of the zones in question as follows:

A. Approach Zones - Slope one (1) foot in height for each 40 feet in horizontal distance beginning at the end of and at the same elevation as the primary surface and extending to a point 50,000 feet beyond the end of the primary surface.

B. Conical Zone - Slopes one (1) foot in height for each twenty (20) feet in horizontal distance beginning at the periphery of the horizontal zone and at one-hundred fifty (150) feet above the airport elevation and extending to a height of three-hundred fifty (350) feet above the airport elevation, or to a height of 970 feet above mean sea level.

C. Horizontal Zone - Established at one-hundred fifty (150) feet above the airport elevation, or at a height of 770 feet above mean sea level.

D. Transitional Zones - Slope one (1) foot in height for each seven (7) feet in horizontal distance beginning at the sides of and at the same elevations as the primary surface and the approach surfaces.

E. Excepted Height Limitation - None Section

6. Land Use Restrictions

Except as provided in Section 7 of these regulations, no use may be made of land or water within any zone established by these regulations in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create potential bird strike hazards such as, but not limited to, waste, construction, and demolition landfills, and new large bodies of water (localized wetland, ponds, and storm water retention ponds greater than or equal to 1 acre), or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport. Localized wetlands, ponds, and retention ponds greater than or equal to 1 acre will be subject to evaluation by Austin Executive Airport to review and if appropriate, issue a letter of no objection.

Section 7. Nonconforming Uses, Structures, and Trees

A. Nonconforming Uses - Nothing contained in these regulations shall be construed as requiring changes in or interference with the continuance of any nonconforming use of land. Existing nonconforming uses are Lake Pflugerville and 1849 Park water storage and irrigation.

B. Nonconforming Structures - Nothing contained in these regulations shall be construed as to require the removal, lowering, or other change to any existing nonconforming structure including all phases or elements of a multiphase structure the construction of which was begun prior to the effective date of these regulations and is diligently prosecuted.

C. Nonconforming Trees - Nothing in these regulations shall be construed as to require the removal, lowering, or other change to any nonconforming tree. However, any nonconforming tree which grows to a greater height than it was as of the effective date of these regulations is subject to the provisions of these regulations as described in Section 5 herein above.

Section 8. Permits and Variances

A. Permits - Any person who desires to replace, rebuild, substantially change, or repair a nonconforming structure or replace or replant a nonconforming tree is required to apply for a permit. No permit shall be granted which would allow the establishment of an airport hazard or allow a nonconforming structure or tree to exceed its original height or become a greater hazard to air navigation than it was at the time of the adoption of these regulations. Applications for a permit shall be submitted to the Administrative Agency which has jurisdiction over the permit application.

B. Variances -Any person who desires to erect, substantially change, or increase the height of any structure or establish or allow the growth of any tree which would exceed the height limitations set forth in Section 5 of these regulations or change the use of property in such a way as to create a hazardous condition as described in Section 6 of these regulations is required to apply for a variance with the Austin Executive Airport Board of Adjustment or Board of Adjustment, as the case may be. The application for variance must be accompanied by a determination from the Federal Aviation Administration under 14 C.F.R. Part 77 as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship and the granting of relief would result in substantial justice, not be contrary to the public interest, and be in accordance with the spirit of these regulations.

C. Requirements and Reasonable Conditions

1. Any permit granted may, at the discretion of the Administrative Agency, impose a requirement to allow the installation and maintenance of any markers or lights to indicate to flyers the presence of an airport hazard.
2. Any variance granted may, at the discretion of the Austin Executive Airport Board of Adjustment or Board of Adjustment, impose any reasonable conditions as may be necessary to accomplish the purpose of these regulations.

Section 9. Austin Executive Airport Board of Adjustment

A. The Austin Executive Airport Board of Adjustment is hereby created to administer and enforce these regulations in the areas not within the jurisdiction of the Political Subdivisions' Boards of Adjustment.

B. The Austin Executive Airport Board of Adjustment shall:

1. Hear and decide appeals from any order, requirement, decision, or determination on made by the Administrative Agency in the administration or enforcement of these regulations;

2. Hear and decide special exceptions to the terms of these regulations when the board is required to do so; and
3. Hear and decide specific variances.

C. The Austin Executive Airport Board of Adjustment shall be comprised of five (5) members and one alternate member appointed by the Political Subdivisions. The terms for the members shall be two years. The members shall elect a chairman from one of the members. The Austin Executive Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of these regulations. Meetings of the Austin Executive Board of Adjustment shall be held at the call of the chairman and at such times as the Austin Executive Board of Adjustment may determine. The chairman, or in his/her absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the Austin Executive Board of Adjustment shall be public. The Austin Executive Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or if any member is absent or fails to vote, indicating such fact and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Austin Executive Board of Adjustment or in the office of appropriate Administrative Agency. All such records shall be public records.

D. The Austin Executive Airport Board of Adjustment shall make written findings of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in determining special exceptions and variances.

E. The concurring vote of four (4) members of the Austin Executive Airport Board of Adjustment shall be necessary to decide in favor of the applicant on any matter upon which it is required to pass under these regulations, or to effect any variance to these regulations.

F. The Political Subdivision appointing a member to the Austin Executive Board of Adjustment may remove that member for cause on a written charge after a public hearing. A Political Subdivision shall fill any vacancy on the board for the unexpired term for a member assigned to that Political Subdivision.

G. Austin Executive Airport is the official record keeper of all the Austin Executive Airport Board of Adjustment files and minutes.

Section 10. Appeals

A person aggrieved or a taxpayer affected by a decision of an Administrative Agency or a Political Subdivision or the Austin Executive Joint Airport Zoning Board that believes the decision of an Administrative Agency is an improper application of these regulations may appeal the decision to a Board of Adjustment or the Austin Executive Airport Board of Adjustment, as the case may be. For the purpose of Sections 10 and 11 of these regulations, the Board of Adjustment and the Austin Executive Airport Board of Adjustment are collectively referred to as Board of Adjustment.

B. All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Adjustment by filing a notice of appeal with the Board of Adjustment and the appropriate Administrative Agency specifying the grounds for the appeal. The Administrative Agency shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed was taken.

C. An appeal shall stay all proceedings in furtherance of the action appealed unless the Administrative Agency certifies in writing to the Board of Adjustment that by reason of the facts stated in the certificate, a stay would, in the opinion of the Administrative Agency, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the administrative agency and on due cause shown.

D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, and/or by attorney.

E. The Board of Adjustment may reverse or affirm, in whole or in part, or modify the Administrative Agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for this purpose the Board of Adjustment has the same authority as the Administrative Agency. The concurring vote of four (4) members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of the Administrative Agency.

F. The Board of Adjustment shall make written finding of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of these regulations.

Section 11. Judicial Review

A person aggrieved or a taxpayer affected by a decision of a Board of Adjustment of a Political Subdivision or the Austin Executive Airport Zoning Board that believes the decision of a Board of Adjustment is illegal may present to a court of record a petition stating that the decision of the Board of Adjustment is illegal and specifying the grounds of the illegality as provided by and in accordance with the provisions of Section 241.041 of the Texas Local Government Code, as amended. This same right of appeal is extended to each Administrative Agency.

Section 12. Enforcement and Remedies

Each Political Subdivision and the Austin Executive Airport Zoning Board may institute in a court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of Chapter 241 of the Local Government Code, these regulations, or any order or ruling made in connection with their administration or enforcement of these regulations.

Section 13. Conflicting Regulations

Where there exists a conflict between any of the regulations or limitations prescribed herein and any other regulation applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall control.

Section 14. Severability

If any of the provisions of these regulations or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these regulations which can be given effect without the invalid provision or application and to this end, the provisions of the se regulations are declared to be severable.

Section 15. Adherence with State Laws

Any actions brought forth by any person or taxpayer as a result of the administration, enforcement, or the contesting these regulations will be in accordance with the provisions of Chapter 241 of the Texas Local Government Code, as amended, and other applicable State laws.

Section 16. Immunity Clause

No elected or non-elected, person, employee, officer, member or agent of political subdivision, Austin Executive Joint Airport Zoning Board and Austin Executive Airport Board of Adjustment shall have (a) any personal liability with respect to any of the provisions of this Ordinance, Regulation, or (b) any liability for any consequential damages resulting from the exercise by political subdivision or Austin Executive Joint Airport Zoning Board of any its duties herein.

Section 17. Effective Date

Whereas, the immediate operation of the provisions of these regulations is necessary for the preservation of the public health, safety, and general welfare, an emergency is hereby declared to exist and these regulations shall be in full force and effect from and after their adoption by the Austin Executive Airport Zoning Board.

Adopted by the Austin Executive Joint Airport Zoning Board this 12th day of May 2017.

Section 28. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of such conflict and shall hereinafter read as provided herein. To the extent only, if any, necessary to accomplish the purposes of this ordinance, any such term, condition or provision of any ordinance of the city that is in conflict herewith is hereby repealed to the extent of such conflict.

Section 29. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 30. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapt. 551, Loc. Gov't Code*.

Section 31. Effective Date. This ordinance shall take effect immediately from and after its passage and publication.

PASSED AND ADOPTED this the 20th day of September 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a waiver for Lots 6 & 7, Block 6 Town of Manor, locally known as 210 W. Murray, from Manor Code of Ordinances Chapter 14 Zoning, Exhibit A Zoning Ordinance, Article III Site Development, Section 60(I)(4) Construction Plans to waive the requirement for sidewalks, as Requested by Rocio and Ricardo Velazquez, Owners of Tentaciones Fruits & Desserts.

BACKGROUND/SUMMARY:

The applicant has submitted a site plan for a food trailer at 210 W. Murray. The plan includes paved parking in the Bastrop right-of-way and landscaping. The applicant is requesting a waiver from installing sidewalks along the Bastrop and Murray rights-of-way.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

waiver request letter

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the waiver with the condition that it only applies to this site development plan (2017-P-1052-SP) and upon the permanent development of the site sidewalks must be installed.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

9/13/2017
Rocio & Ricardo velazquez
Tentaciones Fruits & Desserts
210 Murray
Manor Tx 78653

Hello, My name is Rocio & Ricardo velazquez we are the owners of the food trailer Tentaciones Fruits & Desserts. This letter is for the City of Manor council members, Seeking a waiver from City of Manor Code of ordinance chapter 14 zoning, exhibit a zoning ordinance, article 3 site development, section 60(l)(4) construction plans ,for side walks

The reason we are seeking this waiver is that we are a a temporary location that would not Preclude further development of the property owned by Alma Rosa & Ricardo Velazquez Located on lots 6&7 block 6 Town of Manor (210 Murray , Manor ,Tx, 78653) .

Thank you for your time , if any additional information is required please let us provide it for you.

Rocio velazquez
(512)840-8392
Ricardo velazquez
(512)705-3043

rocio.isabel96@icloud.com

TENTACIONES FRUITS & DESSERTS



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters.

BACKGROUND/SUMMARY:

With approximately 759 acres entering into development agreements in our last round of annexations, that allows the city to propose annexing an equal amount into the city limits.

Additional backup Information will be provided at the Council Meeting.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resolution

Proposed annexation map

Calendar

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

RESOLUTION NO. 2017-16

A RESOLUTION OF THE CITY OF MANOR, TEXAS, COMMENCING THE ANNEXATION OF LAND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; BEING LOCATED IN TRAVIS COUNTY, TEXAS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, pursuant to §43.021, *Tex. Loc. Gov't. Code*, and the City Charter, the City of Manor, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov't. Code*;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Proceedings. The annexations of all portions of the subject properties described in Exhibit A are hereby commenced.

Two public hearings are set for the dates of November 1, 2017 and November 8, 2017. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation proceedings. Notice of the proposed annexations shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

SECTION 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting

at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

DULY PASSED AND APPROVED on this the 20th day of September, 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary

EXHIBIT A

EXHIBIT B

754.21 Acres






-  City Limits
-  Development Agreement City Limits
-  Proposed Annexations



EXHIBIT “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owner(s) of the subject property agree they will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD’s present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on canceling the October 4, 2017, Regular City Council Meeting.

BACKGROUND/SUMMARY:

The Mayor and several members of City Staff have made reservations to attend the annual Texas Municipal League (TML) Convention in Houston Texas. The start date is October 3, 2017 and runs through October 7, 2017. This annual conference offers training and updates in line with the responsibilities of running local City Governments. It is important for City Leaders and Department Head level staff to be aware of legislative changes, and have opportunities to meet vendors for city services. This annual event also provides the opportunity to network with representative from other cities establishing valuable contacts.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve on canceling the October 4, 2017, Regular City Council Meeting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE